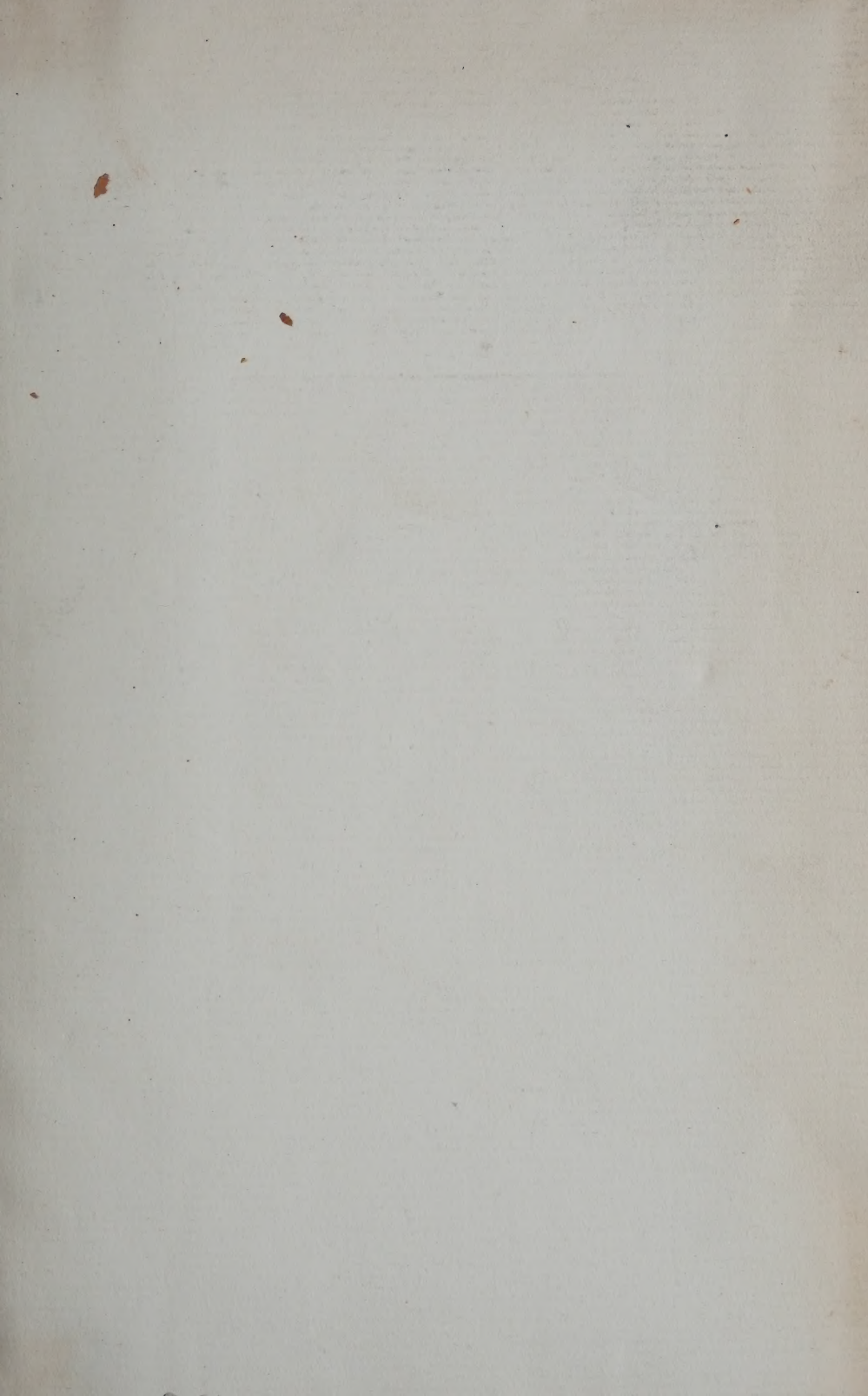


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DOCUMENTS
OF THE
ASSEMBLY

OF THE
STATE OF NEW YORK.

ONE HUNDRED AND TWENTY-FOURTH SESSION.

1901.

VOL. XXIX.—No. 78.—PART 3.



ALBANY:
JAMES B. LYON, STATE PRINTER,
1901.

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1901²⁹

REPORT

OF THE

SPECIAL COMMITTEE

OF THE

ASSEMBLY

Appointed to Investigate the Public Offices
and Departments of the City of New
York and of the Counties
Therein Included.

TRANSMITTED TO THE LEGISLATURE JANUARY 15, 1900.

VOL. III.

ALBANY

JAMES B. LYON, STATE PRINTER.

1900.

The Witness—Every one of these houses has been raided several times.

Q. Then why are they not on the suspicious book? A. They have been raided.

Q. Then why are they not on the suspicious book? You have a book in the precinct, which is kept under rule, and is required to state the number and location and the proprietor and owner of every house in the precinct suspected of being a policy shop, pool room, gambling house, concert saloon, house of assignation, house of prostitution, or place where prostitutes resort? A. Some of those places you have mentioned have been raided at least once a week.

Q. Why are they not on the suspicious book? What good is the suspicious book? A. We arrest them whenever we get the evidence.

Q. Why are they not on the suspicious book? A. We have had the landlords in court. We have done everything to arrest them.

Q. You have had the landlords in court, and raided them once a week. But they are not in the suspicious book. I asked the chief of police here what he does, and how it comes that this precinct was in such a terrible condition. He said "I go by the records. I go by the reports. I hold my subordinates to a strict accountability." But if the subordinates do not put the suspicious places on their records, so that the police records for the whole city show only eighty-three disorderly houses, the chief does not know anything about it, and you precinct men are fooling him. Is not that so? A. It is not.

Q. What are you doing when you do not report these suspicious houses? A. We are continually arresting them and bringing them before the magistrates.

Q. Why do you not report them to him——

The Chairman—Why do you not enter them on the suspicious book?

The Witness—I don't keep the books.

Mr. Moss—They are not on your book, or on his book, and he sends down his suspicious places book here, showing less than one hundred places in the eighty precincts of Greater New York that are suspected of being disorderly houses. I will get eighty houses right here in one precinct. We will go on: 243 Seventh avenue; 245 Seventh avenue; 249 Seventh avenue; 585 Seventh avenue; 425 Seventh avenue; 587 Seventh avenue; 477 Seventh avenue—three arrests from that place; 472 Seventh avenue; 291 Seventh avenue; 118 West Thirty-ninth street—three arrests from that place, and it is on the suspicious book.

The Witness—We have made twenty arrests from there. Mr. Ellis, one of your witnesses here, is one of the men that runs that house.

Q. You know all about that, and that is on the suspicious list. Why did you put that on the suspicious list? Because you love Mr. Ellis? A. No; I have no feeling for him one way or the other.

Q. Why are not these other places on Seventh avenue on the suspicious list? A. We are continually raiding them.

Mr. Moss—For that reason it should be on the suspicious book.

By the Chairman:

Q. Why are they not reported to headquarters, when these raids are made, as suspicious houses? A. When the arrests are made, they are reported.

Q. Why are they not reported to headquarters as suspicious houses when these arrests are made? A. They are.

The Chairman—They do not show.

The Witness—They are, when they go to headquarters, every Monday morning. It is bound to go down with the returns, and it is bound to show that the arrests were made there.

The Chairman—No; you know you are not frank and straightforward in answering that question.

Mr. Moss—The witness has said when an arrest is made in one of those houses it is reported to headquarters, and so he shifts

a portion of the blame from the precinct to the central office. It is perfectly proper that a man should not be required to carry any more blame than belongs to him, and I do not want Mr. Curry to think we are blaming him for the books. You are not supposed to keep them. But I have here a letter from Captain Price as follows: "Police Department of the city of New York, Precinct No. 19, New York, August 9, 1899. Frank Moss, Esq., 93-99 Nassau street. Sir—Your communication of the 7th inst., to hand, and in response will say that you already have my robbery book and felony books for which I hold your receipt. These are the only records kept at this station, outside of the desk blotter, and a transcript of all robberies that occur in this precinct are entered in the books we have. Respectfully, James K. Price, Captain Nineteenth precinct."

Mr. Moss—I will continue with my list: 116 West Twenty-sixth street—five robberies, not on the book; 133 West Twenty-sixth street—three robberies, not on the book.

The Witness—They have been raided ten times.

Mr. Moss—You have raided each of those places at least ten times, and they are not on the books. 146 West Twenty-sixth street; 57 West Twenty-sixth street, not on the books; 649 Sixth avenue; saloon on the corner of Twenty-eighth street and Sixth avenue; 446 Sixth avenue; saloon on the corner of Twenty-ninth street and Sixth avenue; saloon on the corner of Thirty-first street and Sixth avenue. None of those are on the books. But these are: 502 Sixth avenue; 504 Sixth avenue; 518 Sixth avenue; 470 Sixth avenue; 642 Sixth avenue, all on the suspicious book; West Thirty-seventh street The Grotto is on the suspicious book; 137 West Thirty-seventh street is not; 45 West Twenty-seventh street; 123 West Twenty-seventh street; 126 West Twenty-seventh street; 109 West Twenty-seventh street; 121 West Twenty-seventh street; 153 West Twenty-seventh street; 12 West Twenty-seventh street; There seven houses in one short street, none of them being on the suspicious book of the precinct, and in every one of them arrests have been made for robbery. 41 West Thirty-third street; 177 West Thirty-third street; 137 West Thirty-third street—five dif-

ferent arrests; 110 West Thirty-third street—three different arrests; 139 West Thirty-third street; 153 West Thirty-third street; 155 West Thirty-third street; 154 West Thirty-third street; 112 West Thirty-third street; 149 West Thirty-third street. There are ten houses in one short street, and not one of them on the suspicious book, and robberies have been reported and arrests made in every one of them. 145 West Twenty-fourth street; 151 West Twenty-fourth street; 153 West Twenty-fourth street; 119 West Twenty-fourth street. None of them on the books. 153 West Thirty-second street; 100 West Thirty-second street; 134 West Thirty-second street; 139 West Thirty-second street; 138 West Thirty-second street. None of those on the suspicious book. 166 West Eighteenth street; 103 West Fourteenth street; 144 West Thirty-first street; 106 West Twenty-ninth street; the cafe at 34 is on the police book; 119 West Twenty-ninth street; 123 West Twenty-ninth street; 46 West Twenty-eighth street; 54 West Twenty-eighth street; 37 West Twenty-eighth street, which alone is on the police book. 1261 Broadway is on the police book; 140 West Nineteenth street; 126 West Thirty-first street; 150 West Thirty-first street; 17 West Thirty-fourth street; 127 Fifth avenue; 119 West Twenty-third street; 140 West Thirty-sixth street; 218 West Thirtieth street; 231 West Forty-first street, making a total of seventy-nine places in which robberies by prostitutes have occurred, of which only nine are on the suspicious-places book of the precinct. The precinct book altogether only shows eleven places suspected of being resorts for prostitutes, and only twenty-three places suspected of being disorderly houses. Many of those, of course, are established and more or less quiet houses, where robberies do not occur. If we were to take those forty-four, and subtract nine from them, which would leave thirty-five, and then add those to the seventy-nine, we would have an approximate number of the suspicious disorderly houses of the Nineteenth precinct. I ought to say that I have evidence which may be adduced (perhaps not) but I have evidence showing a great many more actual real disorderly houses in that precinct than appear on any records.

The Chairman—That makes a hundred and forty-four. How many do you say are reported in the headquarters book?

Mr. Moss—The precinct books report twenty-three of the suspected disorderly houses, and eleven suspected resorts for prostitutes; and we stated yesterday or this morning that the total in the larceny book—the total value of larcenies in the book, which include this class of cases, all larcenies from the person—was some twenty-eight thousand dollars from January 1, 1898, to the present time.

HENRY MICHAELS, being duly sworn, testified as follows:

Examined by Mr. Moss:

I am connected with the Twentieth precinct. I am one of the precinct detectives.

Q. Have you any houses in your precinct where colored women have robbed white men? A. Well, we have numerous arrests there. There is no regular house that I know of. They are liable to get in everywhere. We made arrests last week in houses where colored women robbed men. There are houses where a number of arrests have been made from one house. There has several arrests been made since I have been in the precinct. We have in my precinct also white women who rob men. I don't really know, but perhaps more white than colored. It shades off a little as you get to the north.

Q. There are a great many of those white women thieves up there, even soubrette row on Thirty-ninth street, are there not? A. There are a number of arrests for larceny; yes, sir.

Q. And a great many complaints of robbery made by men on the street? A. No. By women. I don't recall one instance.

Q. Your precinct has a robbery book and a felony book and also a detective-report book, has it not?

The Witness—What do you mean by the detective-report book?

Mr. Moss—Where citizens' complaints of robberies and burglaries are noted?

The Witness—Yes, sir.

Mr. Moss—I would say that this precinct is the only precinct that I have found that particular book in. They claim to have a book in which they keep robberies, whether arrests are made or not.

The Witness—We do; every case that comes in.

Q. Who writes in that book? A. All the sergeants that have the desk when the case comes in; whoever may be at the desk. Sometimes the man assists the sergeant. They generally write in the book first, and then copy that in the blotter afterwards. In my precinct the citizens' complaint book is the original entry. Some of the sergeants perhaps put it down on the blotter first, and then into the other book. There is no rule. The sergeant is supposed to enter it in the book as soon as it comes in. At any rate the book is written when the complaint is made.

Mr. Moss—This is the case that was referred to by Mr. Dillon yesterday, in his testimony, where he approximated the figures. The number of burglaries appearing in the robbery book at police headquarters from this precinct was forty-seven; the number of entries in the original precinct book which has just been described by the witness was two hundred and fifty-eight. Of that two hundred and fifty-eight cases omitted from the headquarters book the values were given in one hundred and ninety-six cases, amounting to eleven thousand six hundred and eighty-six dollars and thirty-nine cents. In sixty-two cases the values were not given. In the other book, from August 7, 1898, to May 10, 1899, there were two hundred and thirty-four citizens' complaints, not in the headquarters or precinct records, of which one hundred and thirty-six amounted to nine thousand six hundred and ninety-two dollars and ninety cents; and in ninety-eight cases the value was not given.

The Witness—I have served only five months and some days in the precinct. In the time I have served there have been perhaps seventy-five arrests of women charged with robbing men in disorderly houses. I never counted them up.

Mr. Moss—Mr. Chairman, the Twentieth precinct is in pretty much the same condition as the Nineteenth precinct on this question. I have here a list of houses from which these women have been arrested in the Twentieth precinct. I shall read them in the same way that I have read those from the Nineteenth precinct. I read the numbers of the houses, and if the houses appear in the suspicious book of the precinct, I will so state. 218 West Thirtieth street, three arrests; 217 West Thirtieth street; 208 West Thirtieth street; 225 West Thirtieth street; 210 West Thirtieth street; 216 West Thirtieth street. There were six arrests made in 210. None of those houses are in the suspicious book.

Q. Why is that? A. They are dispossessed. As soon as an arrest is made, they are put out. We notify the owner or agent, whoever he may be, verbally, or by—

Q. Here is the house 210 West Thirtieth street, in which six arrests have been made scattered over that period from January 1, 1898. Is not that a suspicious house? A. It is a furnished room house. It is liable to happen in any house.

Q. Is not that a suspicious house? A. These people are put out.

Q. Is not that a suspicious house? A. There is nothing suspicious about it. We know those characters inhabit that neighborhood.

Mr. Moss—275 West Thirty-eighth street; 273 West Thirty-eighth street, five arrests. That is on the police book; 358 West Thirty-eighth street; 232 West Thirty-eighth street; 447 West Twenty-seventh street; 227 West Twenty-seventh street; 415 West Twenty-seventh street; 221 West Fortieth street; 240 West Fortieth street—four arrests. On the police books. 207 West Fortieth street—three arrests. On the police books. 237 West Fortieth street; 260 West Fortieth street; 229 West Fortieth street; 204 West Fortieth street; 227 West Fortieth street; 215 West Fortieth street; 228 West Fortieth street.

Q. Is not 204 West Fortieth street a suspicious house? A. We claim it is on the suspicious book. I never saw anything at all suspicious. A woman about sixty years old.

Q. It is not on the books.

The Witness—It is not.

Mr. Moss—No.

The Witness—I believe it is. I have been through the house.

Mr. Moss—327 West Thirty-ninth street; 263 West Thirty-ninth street; 314 West Thirty-ninth street; 349 West Thirty-ninth street; 257 West Thirty-ninth street; 259 West Thirty-ninth street. These two houses have had six arrests made from them, and are on the suspicious book. Seventh avenue, corner of Forty-first street; 390 Seventh avenue; 562 Seventh avenue; 339 West Thirty-sixth street; 390 Eighth avenue; 462 Eighth avenue; 398 Eighth avenue; 243 West Thirty-second street; 217 West Twenty-ninth street; 219 West Twenty-ninth street; 239 West Twenty-ninth street; 236 West Forty-first street; 265 West Forty-first street; 262 West Forty-first street; 248 West Forty-first street; 317 West Forty-first street; 446 West Twenty-eighth street; 217 West Twenty-eighth street; 226 West Thirty-seventh street; 336 West Thirty-seventh street; 208 West Thirty-seventh street; 336 West Thirty-seventh street; 265 Tenth avenue; 323 West Thirty-fourth street; 252 West Thirty-sixth street; 216 West Twenty-fourth street; 245 West Thirty-third street. Of these houses only five are on the precinct suspicious books. I have read the numbers of eighty-nine houses. There are only ten suspicious places, prostitutes and disorderly, in the precinct, according to the books.

The Witness—There is only a few of those houses I ever heard a complaint about since I have been in the precinct. Never.

Mr. Moss—In the Twelfth precinct the houses where arrests for this kind of thing occurred are: 64 Forsyth street; 112 Forsyth street; 68 Rivington street; 73 Delancy street; 135 Allen street; 130 Allen street; 126 Chrystie street; 137 Bowery; 111 Bowery; 112 Bowery. In the Fifteenth precinct the houses from which these women have been arrested are: 3 First street; 369 Bowery, three arrests; 303 Bowery; 23 Second avenue; 16 First

street; 124 East Fourteenth street; 100 Third avenue; 17 Second avenue; 287 Bowery; 1 First street; 72 Third avenue; 81 Fourth avenue; 17 Second street; 15 Second street; 10 East Third street; 40 Third avenue; Twelfth street and Fourth avenue; 552 Sixth street; 141 East Fourteenth street; 12 Stuyvesant street; 110 Third avenue; Sixth street and Bowery; 5 St. Mark's place; 204 Sixth street; 395 Sixth street; 82 East Tenth street; 139 East Thirteenth street; 316 East Eleventh street; 33 Third avenue; 295 Bowery; 239 East Ninth street. Those are the only precincts that I have examined carefully; but they serve to show how widespread this kind of robbery is in this city, over what a large amount of territory it is spread and how many houses have been drawn into it; and then when you consider the large number of these robberies that have appeared on the street or where the complainants have not been able to locate the house, and when you remember the only places we have been able to locate are those where arrests have been made, you will see that the condition is a very serious one.

Examined by the Chairman:

The Twentieth precinct is from Twenty-seventh street to Forty-second street, Seventh avenue to the North river, west of Seventh avenue.

PART IX, SUPREME COURT, COUNTY COURTHOUSE,

NEW YORK, *August 10, 1889.*

The committee met pursuant to adjournment at 10.30 o'clock a. m.

Present: Mr. Mazet (chairman), Mr. Wilson, Mr. Costello, Mr. Boland and Mr. Hoffman.

Mr. Moss—Mr. William J. Kelly is subpoenaed to produce a letter, which he now produces, which with your permission I will read. Mr. Kelly represents several of the councilmen in the mandamus proceeding: "Law Department, Office of the Corporation Counsel, New York, August 8, 1899. William J. Kelly, Esq., 32 Nassau street, New York city. Dear Sir—Replying to yours of the 3d inst.—which only came to my attention late last evening—enclosing, on behalf of Messrs. Cassidy, Conly, Doyle and Murray, four members of the council of the city of New York, a copy of an affidavit, the original of which you say they desire to present to the Supreme Court on the hearing on the order to show cause granted in the mandamus proceeding commenced by Henry W. Sherrill, James McKean and Willis L. Ogden. I deem it my duty to say to you that I shall not consent to any attorney other than the corporation counsel, or such person as he may designate, appearing in this proceeding on the motion in question, as attorney of record or otherwise in behalf of the respondents whom you claim to represent. I mention this fact because I observe by the endorsement on the proposed affidavit that you subscribe yourself 'attorney of defendants,' which, though not technically accurate in any aspect, I understand as putting forth the right to appear for these respondents in said mandamus proceeding on the return of the order to show cause referred to. The corporation counsel some days since consented to an adjournment of the motion in question to the 15th instant, and on that day the corporation counsel will be prepared to present on be-

half of those whom you claim to represent any proper suggestion they may have to make in opposition to said motion, but the same must be submitted to the corporation counsel beforehand, that he may judge of its proper application to the subject matter involved in said mandamus proceeding. I have the honor to remain, very respectfully, Chas. Blandy, Acting Corporation Counsel." I thought it was only fair, Mr. Chairman, and right, since we have gone into this matter, to show this attitude of the corporation counsel towards the members of the assembly, whom he claims to represent legally, but whom they say he has not represented, and from whom they say they cannot get information, and who they say has been acting in connection with the attorney for the contractors in some of these matters. We stated yesterday that the chief's book of robberies from the Nineteenth precinct showed robberies in 1898 amounting to \$13,731, and in 1899 amounting to \$4,500. We also showed that the additional robberies to be found in the felony book from January 1, 1898, to the present time was \$28,000. We also showed that there were found upon the precinct books of burglaries from January 1, 1899, to the present time \$3,682, which were not found on the chief's book. I call attention to something over \$5,000 worth of robberies stated by Officer Curry yesterday, which we did not find on the precinct robbery books or the felony books or the chief's books. That \$5,000 should be added to the \$28,000, making a total of \$33,000. I would like to have the record from the chief of detectives. I want the complaint book from the chief of detectives, Captain McClusky. Has no officer here the book from the detective bureau? (There was no response.) The only book which has been furnished from the detective bureau showing robberies is a book of property recovered. One of the members of the detective bureau met me this morning, from Captain McClusky, and said that all that they had was here. He told me that all that they had showing robberies from that bureau was here. The only book that is here is the record of property recovered. I would say that the robberies appearing upon this book of stolen property recovered in the detective

bureau does not appear to be carried over onto the chief's book at all. I have a summary of the property recovered, from which I will give you a few facts, and then will hand it to the stenographer. The total amount recovered in January, 1898, was \$27,600, of which \$913 was recovered for nonresidents. In February the amount recovered was \$6,775.22. Property of nonresidents recovered, included in that, was \$904. In March, 1898, the total recovery was \$16,868. Property found in the street, included in that sum, amounted to \$2,102. Property recovered for nonresidents amounted to \$1,075. The total for April, 1898, was \$112,341, of which \$2,500 was found in the street and \$1,770 was recovered for nonresidents. The total for May, 1898, was \$11,678, of which \$150 was found in the street and \$185 recovered for nonresidents. The total recovered for June was \$14,107.24, of which \$2,972 was recovered for nonresidents. The total recovered for July was \$4,368.72, of which \$369.58 was recovered for nonresidents. I should say about these recoveries for nonresidents that they are found mostly in the pawnshops. These large recoveries of stolen property indicate a great many robberies, of course. Where property is recovered, where there are cases of that kind, there must have been a great many where the property was not recovered; and it would appear from the records in this book that property stolen from all over the United States is brought here to New York and is found in the pawnshops. A great many robberies occur in the outlying districts and the property is found in the pawnshops in New York city, indicating further what has been claimed by many persons, in conversation with me, that the thieves live in the city of New York in large numbers and go out in the outlying districts to make their robberies, and then bring their plunder back into the city, where they are able to dispose of it in the pawnshops and other places they know of. The total for August, 1898, recovered was \$9,290, of which \$250 was recovered for nonresidents. Where I speak of nonresidents it indicates property stolen outside of New York and brought here and found by the police in this city. In September, 1898, the total was \$13,153.40, of which \$865 was recov-

ered for nonresidents. In October, 1898, the total was \$4,124.97, of which \$820.50 was for nonresidents. The total recovered for November, 1898, was \$7,549.69, of which \$415 was for nonresidents. The total recovered for December, 1898, was \$14,369.35, of which \$2,385.50 was recovered for nonresidents. In 1899, the total for January recovered was \$7,918.14, of which \$625 was for nonresidents. The total recovered for February, 1899, was \$18,041.60, of which property was recovered for nonresidents amounting to \$7,862.50. In March, 1899, the total amount recovered was \$9,166.28, of which \$25 was found in the street and \$975 was recovered for nonresidents. In April, 1899, the total recovered was \$35,913.76, of which \$17,800 was found in the street, and \$400 was recovered for nonresidents. In May, 1899, the total amount recovered was \$13,981.41, of which property shipped by mistake amounted to \$500, and property recovered for nonresidents amounted to \$1,283. The total amount recovered for June, 1899, was \$31,620, of which there was recovered for nonresidents \$11,333. As an illustration of the recovered property for nonresidents, on January 5 a gold watch, stolen from John E. McCarthy in Minneapolis, Minn., was recovered here. On January 23 jewelry stolen from Joseph M. McCann of Albany was recovered here. On the 24th a gold watch was recovered here for Mrs. A. R. Morgan, of Waterbury. On the 23d a trunk of opera glasses, stolen from L. W. Prince & Co., of Cincinnati, Ohio, valued at \$4,050.

Mr. Costello—What do you mean by property found in the street?

Mr. Moss—Just what the language implies—property found on the street by somebody and turned over to the detective, to the police department. It is accounted for in this record. There was one robbery of \$90,000, where the property was found in the possession of a thief. I offer this record for transcript.

A TRANSCRIPT OF THE BOOK OF THE DETECTIVE
BUREAU, ENTITLED "STOLEN PROPERTY RECOV-
ERED" FROM JANUARY 1, 1898 TO JULY, 1899.

Stolen property of nonresidents recovered.

1898.

Jan.	5. Clothing, John R. Fenton, 245 Warren street, Jersey City, N. Y., value.....	\$28 00
	13. Books, etc., Hazleton City, Pa., school district, value	35 00
	24. Gold watch, chain and locket, Fred D. Goodwin, Philadelphia, Pa., value.....	250 00
	24. Silverware, etc., Ed. S. Lott, New Rochelle, N. Y., value.....	250 00
	24. Silverware, G. C. Rand, Laurince, L. I., value	200 00
	24. Gold watch, H. P. Hanaford, New Rochelle, N. Y., value.....	100 00
	25. Silverware, I. H. Creeger, Stapleton, S. I., value	50 00
	Total for January.....	<u>\$913 00</u>

Feb.	5. Jewelry, etc., Joseph Hunt, Cranford, N. J., value	\$450 00
	7. Jewelry, cash, etc., Peter Slancell, Madison, N. J., value.....	94 00
	9. Gold medals, Y. M. C. A., Bridgeport, Conn., value	120 00
	14. Gold watch, Henry C. Pollard, Lonsdale, L. I., value.....	75 00
	19. Gold watch, C. L. Doby, Ansonia, Conn., value	125 00
	Total for February.....	<u>\$904 00</u>

1898.

March	2. Gold watch, A. L. Thomas, Bellemead, N. J., value	\$300 00
	Cutlery, Henry Schmidt, 236 Main street, Orange, N. J., value.....	75 00
	Watch and chain, etc., Phil. Silverstein, Portland, Conn., value.....	50 00
	12. Shawl, Ed. I. Smyth, New Rochelle, N. Y., value	300 00
	28. 5 pieces silk, Robert J. Linden, Phila- delphia, Pa., value.....	100 00
	29. Gold watch, Frank Chapman, Toledo, Ohio, value	100 00
	31. Diamond and ruby ring, Mrs. Stella W. Bowman, Flushing, L. I., value.....	150 00

Total valuation for March..... \$1,075 00

April	8. Gold watch, chain and cash, Willard S. Sherman, Quincy, Mass., value.....	\$120 00
	22. Tandem bicycle, Jos. Mechaley, Stamford, Conn., value	150 00
	27. Diamond rings, Mrs. N. L. Simonds, Rich- mond, Va., value.....	1,500 00

Total for April..... \$1,770 00

May	7. Gold watch, Clarence J. Lane, Mt. Vernon, N. Y., value.....	\$85 00
	25. Gold watch, Rich Brauss, Bloomfield, N. J., value	100 00

Total for May..... \$185 00

1898.

June	14. Silverware, Robert Beathe, Philadelphia, Pa., value	\$500 00
	Jewelry, Arthur C. Lord, Jamaica Plains, Boston, Mass., value	900 00
	20. Diamond, Boston, Mass., value	150 00
	Gold watch, Philadelphia, Pa., value	100 00
	25. Horse, harness, etc., Frank Canfield, Newark, N. J., value	1,240 00
	27. Violin, etc., Charles Eddy, Bayonne, N. J., value	310 00
	30. Bay horse, Wm. Gottlieb, Jersey City, N. J., value	72 00
	Total in June	<u>\$2,972 00</u>
July	2. Diamond ring, etc., Geo. H. Arnold, Bridgeport, Conn., value	\$25 00
	9. Gold watch, chain, locket, Chief Ins. Watts, Boston, Mass., value	25 00
	16. Pocketbook, Rose Tamaritz, Orange, N. J., value	458 00
	26. Gold watch, Robert Martin, Orange, N. J., value	90 00
	Total for July	<u>\$598 00</u>
Aug.	13. Horse, Jas. W. Henderson, Jersey City, value	\$150 00
	23. Gold watch, Chas. Meredith, Newark, N. J., value	100 00
	Total for August	<u>\$250 00</u>

1898.

Sept.-	2. Gold watch, J. C. Randal, Winepank, Conn., value	\$100 00
	3. Bicycle, E. Buck, Palmer, Mass., value....	30 00
	8. Gold watch, J. R. Palmer, Boston, Mass., value	25 00
	9. Diamond stud, Geo. E. Cornel, Cleveland, Ohio, value	50 00
	14. Gold watch and chain, C. E. Pickett, Bayonne, N. J., value.....	250 00
	15. Bicycle, Josis M. Espenosa, Long Branch, N. J., value.....	35 00
	20. 2 gold watches and chains, Alf. C. Becbeher, Knox, Albany county, N. Y., value.....	375 00

Total for September..... \$865 00

Oct.	5. Gold watch, Howard B. Spencer, Amster- dam, N. Y., value.....	\$200 00
	7. Clothing, Geo. W. Geffken, Upper Macokin, N. J., value.....	75 00
	17. Clothing, E. G. Kiduff & Co., Waterbury, Conn., value.....	105 50
	27. Gold watch, chain and locket, H. O. Wright, Albany, N. Y., value.....	250 00
	Silver, clock, etc., Mrs. Rheinlander, New London, Conn., value.....	65 00
	Gold watch, Hugh A. Barnes, Jersey, N. J., value	100 00
	29. Jewelry, T. Jackerman, New Haven, Conn., value	25 00

Total October \$820 50

1898.

Nov.	14.	Gold watch, Josiah Holios, Trenton, N. J., value	\$150 00
	18.	Gold watch, Jno. S. Stehlin, Newark, N. J., value	125 00
		Gold watch, Thos. A. Foxhall, Passaic, N. J., value.....	90 00
	19.	Gold watch, E. E. Marvin, Hartford, Conn., value	50 00
Total for November.....			<u>\$415 00</u>

Dec.	2.	Gold watch, Robert Basuch, Farmingdale, N. Y., value.....	\$125 00
		Jewelry, Mattie Adams, Springfield, Mass., value	150 00
	6.	Gold watch, Bella G. Hartley, Chicago, Ill., value	165 00
	19.	Umbrella, Mrs. E. Wick, Englewood, N. J., value	2 50
	24.	Jewelry, etc., Corn Lodhaus, Weehawken, N. J., value.....	1,800 00
	27.	Cash, Benj. Deyong, Nyack, N. Y., value...	143 00
Total for December.....			<u>\$2,385 50</u>

Property found in street.

1898.

Jan.	20.	Pocketbook; found by John Rose, 172 Clas- son avenue, Brooklyn; officers, Hughes and Rain; claimant, John Bennett, 142 West Fourteenth street; delivered to owner; value	\$1,200 00
	22.	Diamond brooch; found in street by Barney Cohen and Isaac Roberts; officers Kane, Murphy, Cray and Sullivan; recovered from Mary Cohen, 23 Henry street; claim- ant, Mrs. George E. Howard, Majestic hotel; delivered to owner; value.....	1,500 00
Total for January.....			<u>\$2,700 00</u>

1898.

Mar. 9.	Platinum; found by A. M. Copeland, 52 Ann street; officers Granville and Powell; delivered to owner; claimant, Baker & Co., 121 Liberty; value.....	\$1,202 00
	Total for March.....	<u>\$2,102 00</u>

April 8.	Diamond brooch; lost by Mrs. Dreecer, 292 Fifth avenue; officers, Hughes and Rein; delivered to owner; value.....	\$2,500 00
	Total for April	<u>\$2,500 00</u>

May 3.	Gold watch; lost by C. C. Hodgeman, 57 Nassau street; officers, Boyle and Charlton; delivered to owner; value....	\$150 00
	Total for May	<u>\$150 00</u>

Transcript of special cases of stolen property recovered.

Jan. 12.	100 shares Consolidated Gas stock; stolen from Wm. Hawley & Co., Broad street; stolen by William I. Gerdes; recovered from M. P. Mendham, 20 Broad; officers, Riley and Taylor; delivered to claimant; (Flammer); value	\$18,112 50
	Total for January	<u>\$18,112 50</u>

March 1.	Cash; stolen from Chas. I. Koch, 126 West Ninetieth street, by Karl Freck; in prisoner's possession; officers, Carey and Aloncle; sent to property clerk; value..	\$1,944 07
9.	Platinum; found in street by A. M. Copeland, 52 Ann street; officers, Granville and Powell; claimant, Baker & Co., 121 Liberty; value	2,102 00

1898.

March 23.	Diamond ring, stolen from Thos. O'Brien, 64 West Twenty-fifth street, by Aaron Schapiro; prisoner's possession; officers, Carlin, Milmore and Doman; delivered to owner; value.....	\$1,000 00
29.	Ruby-diamond ring; stolen from B. F. Thurston, Waldorf-Astoria, by John Waters; prisoner's possession; officer, Evan-hoe; value	1,400 00
30.	Silk, jewelry, etc., stolen from Miss Adele E. Flint, 164 Madison avenue, by Ray and John Fisher, Jacob and Joseph Damon; pawnshops; officers, Thompson, Daly and Lawless; value	2,400 00
Total for March		<u>\$8,846 07</u>

April 7.	Stock certificates stolen from Geo. I. Boggs, 13 William street, by C. Ed. Dowling; in prisoner's possession; officers, Herlihy and I. J. O'Connell; sent to property clerk; value	\$90,000 00
8.	Diamonds and jewelry stolen from Wm. Marcus & Co., Seventeenth street and Broadway; pawnshops; officer, F. J. Huges; delivered to owner; value.....	7,775 00
27.	Etchings, engravings, etc., stolen from Goe-pel & Co., 170 Fifth avenue; delivered to owner; officer, Millmore; stolen by Jas. Ford and Frank Kellard; value.....	1,800 00
27.	Diamond rings, stolen from Mrs. W. L. Simonds, Richmond, Va., by Wm. Robin-son and Christopher Kennedy; officers, Crystal and Kenney; delivered to owner; value	1,500 00
Total for April		<u>\$101,075 00</u>

1898.

May	16.	Bond and jewelry; stolen from F. A. Ritson, 65 Broadway, by Clark Brandon; officer, Carey; sent to property clerk; value....	\$5,553 95
	21.	Diamond earrings; stolen from Mrs. L. Adams, 146 West Seventieth street, by Maggie McGrath; officers, Brown and Frazee; prisoner's possession; delivered to owner; value	1,500 00
		Total for May	<u>\$7,053 95</u>
June	1.	Erie Railroad bond; stolen from John R. Slack, Dobbs Ferry, N. Y., by Fannie S. Weisse; delivered to owner; prisoner's possession; value	\$1,000 00
	6.	Jewelry; stolen from Treadwell Cleveland, 52 Wall street, by Robert Dyas; delivered to claimant; prisoner's possession; value.	5,500 00
	25.	Horse, harness, etc.; stolen from Frank Camfield, 40 Pennington street, Newark, N. J.; delivered to owner; value	1,240 00
		Total for June	<u>\$7,740 00</u>
Aug.	11.	Diamond rings, etc.; stolen from Edna Fenster, 257 West Thirty-ninth street, by Charles Moran; delivered to owner; value	\$1,105 00
		Total for August.....	<u>\$1,105 00</u>
Sept.	5.	Diamond jewelry, etc.; stolen from Shalia Swinton, Gilsey House, by unknown; delvered to owner; value.....	\$3,000 00
	17.	24 ladies' suits, stolen from Freedman Bros., 565 Broadway, by Joseph Klousky (Joseph Kaufman); delivered to owner; value	2,000 00

1898.

Sept.	20.	49 ladies' suits; stolen from Freedman Bros., 565 Broadway, by Joseph Kaufman; delivered to owner; value.....	\$1,000 00
	25.	Jewelry; stolen from Rose Rarenhall, Coney Island, by Mary Williams; value.....	1,750 00
Total for September.....			\$7,750 00

Oct.	11.	Insurance policy; stolen from J. M. George, 27 West Twenty-third street, by Adolph Mullen; value	\$1,000 00
Total for October.....			\$1,000 00

Nov.	3.	Wearing apparel, etc.; stolen from Mary Morris, 201 West Twenty-seventh street, by James Moran, alias Wallace; value..	\$1,000 00
	19.	Pearl scarf pin; stolen from Charles H. Ropes, South Broadway, by unknown person; value.....	1,000 00
	25.	Cash; stolen from Bronx Borough Bank, Westchester, N. Y., by Donald McClellan; value	2,399 47
	28.	Diamond rings; stolen from Morgan Marshall, 29 Cortlandt street, by William H. Mease; value.....	1,200 00
Total for November.....			\$5,599 47

Dec.	13.	Sealskin garments; stolen from Phil Weinberg & Co., 832 Broadway, by Abe Deckheiser; value.....	\$1,658 00
	23.	Jewelry, etc.; stolen from Mrs. Harriett L. Thompson, 29 East Sixty-first street, by John Weller; value.....	3,500 00

1898.

Dec.	24. Jewelry, etc.; stolen from Corning Loedheus, Weehawken, N. J., by unknown person; value	\$1,800 00
	30. Diamond rings; stolen from Jenkins P. Mattson, 1307 Broadway, by Frank Thomas; value.....	2,000 00
	Total for December.....	<u>\$8,958 00</u>

Stolen property of nonresidents recovered.

1899.

Jan.	5. Gold watch; John E. McCarthy, Minneapolis, Minn.; value.....	\$175 00
	23. Jewelry; Joseph M. McCann, Albany, N. Y.; value	250 00
	24. Gold watch; Mrs. A. R. Morgan, Waterbury, Conn.; value.....	50 00
	26. Gold watch; Timothy Scales, Newark, N. J.; value.....	150 00
	Total for January.....	<u>\$625 00</u>
Feb.	3. Jewelry; William F. Rauson, Norwich, Conn.; value.....	\$500 00
	4. Diamond ring and Brooch; Jerome Foster, Mt. Vernon, N. Y.; value.....	500 00
	7. Gold watch; Dennis Padden, Fort Slocum, N. Y.; value.....	65 00
	16. Cases bicycle wrenches; Mosberg Wrench Co., Attleboro, Mass.; value.....	600 00
	23. Bicycle sundries; Feley, Pratt & Co., Essex; value	56 50
	Trunk of opera glasses, etc.; L. W. Prentice & Co.; Jacob Breden, vendor, Cincinnati, Ohio; value.....	4,050 00
	24. Knives, opera glasses, etc.; Florence Facil, Mt. Vernon, N. Y.; value.....	65 00

1899.

Feb. 24.	4 cases of bike lamps, etc.; Mathew Wil- land, Waterbury, Conn.; value, \$375; and Clark Novelty Co., Rochester, N. Y.; value, \$210	\$585 00
25.	Bicycle saddles; Cutling & Kaestner, Chicago, Ill.; value.....	416 00
	Bicycle sundries; Artemus Plating Works, Chicago, Ill.; value.....	250 00
	Bicycle tools; Barnes Tool Co., New Haven, Conn.; value.....	300 00
28.	2 cases bike grips; Ed. Gardner, Newark, N. J.; value.....	225 00
Total for February.....		<u>\$1,862 50</u>

March 8.	Gold watch and chain; Roswell B. Robert- son, West Linden, Mass.; value.....	\$50 00
10.	Diamond ring; Ione Sandford, Baltimore, Md.; value.....	650 00
14.	Horse and wagon; James Hart, Paterson, N. J.; value.....	75 00
17.	Diamond ring; Louisa Johnson, Philadel- phia, Pa.; value.....	50 00
21.	Gold watch; S. R. Ford, Stamford, Conn.; value	150 00
Total for March.....		<u>\$975 00</u>

April 12.	Diamond ring; Dr. Maxwell Lautermann, Montreal, Can.; value.....	\$100 00
28.	Gold watch and chain and locket; Gustave Kayser; value.....	300 00
Total for April.....		<u>\$400 00</u>

1899.

May	1. Diamond ring; Miss Bella Gertrude Hartley, Chicago, Ill.; value.....	\$150 00
	4. Dentists' supplies; Dr. Ganse, Highland, N. Y.; value.....	513 00
	5. Microscope; Charles Lentze, Philadelphia, Pa.; value.....	350 00
	6. Gold watch; H. Keollhofer, Newark, N. J.; value	150 00
	15. Silver watch; Louis Manning, Bayonne, N. J.; value.....	20 00
	27. Gold watch; A. D. Hartwell, Springfield, Mass.; value.....	100 00
Total for May.....		<u>\$1,283 00</u>
June	22. Sealskin coat; Mary Walsh, Hartford, Conn.; value.....	\$150 00
	23. Cash; Metropolitan National Bank, Boston, Mass.; amount.....	10,000 00
	24. Horse and buggy; James Doyle, New Britain, Conn.; value.....	200 00
	28. Gold watch, chain and locket; John J. Slater, Newark, N. J.; value.....	150 00
	517 boxes of brushes; Palmetto Fibre Co., Fredericksburg, Md.; value.....	517 00
	30 barrels of twine; J. H. Eskes, Fall River, Mass.; value.....	316 00
Total for June.....		<u>\$11,333 00</u>
July	1. Gold watch; William Dacy, Newark, N. J.; value	\$20 00
	3. 2 bicycles; Great Eastern Bicycle Co., Amesbury, Mass.; value.....	100 00
	3 bicycles, Acme Bike Co., Elkhart, Ind.; value	150 00
	8. Jewelry; Mrs. Ella S. Conkling, Long Branch, N. J.; value.....	450 00

1899.

July	10.	Clothing, etc.; Henry J. Berry, Newark, N. J.; value.....	\$2,000 00
	17.	1 piece cloth; Louis Moscome, Hoboken, N. J.; value.....	5 00
	19.	29 atlas and 23 telephone magnets; Penn- sylvania Railroad Company, Jersey City; value.....	650 00
Total for July.....			\$3,375 00

Transcript of special cases of stolen property recovered.

1899.

Jan.	27.	2 diamond brooches, etc.; stolen from Fran- cis Saville, Madison Avenue hotel, by Emil Becker; officers, Krauch and Fir- nessin; delivered to owner; value.....	\$2,000 00
Feb.	17.	6 double-barrel shotguns; stolen from Von Lengereke & Detmold by William Fint- zee and Jabez Botsford; officers, Krauch and Firmersen; redeemed by owner; value.....	1,800 00
	23.	Trunk of opera glasses, etc.; stolen from L. W. Prence & Co., Cincinnati, Ohio, by unknown; officers, Holland and Rease; delivered to assistant chief of detectives, Cincinnati, Ohio; value.....	4,050 00
	22.	Silverware; stolen from Theo. B. Starr by unknown; officers, Boyle and Charlton; redeemed by owner; value.....	2,500 00
March	1.	Quantity of belts and ornaments; stolen from Schener Bou, 329 Canal street, by Eranna Gordon et al.; sent to property clerk; officers, Foye, Stansky and Sulli- van; value.....	1,000 00

1899.

March	7.	Silverware; stolen from N. I. Robb by unknown; officers, Reap, Holland and Val- lely; redeemed by owner; value.....	\$1,000 00
	8.	5 medals; stolen from S. Ellis Briggs by unknown; officers, Gallagher and Deevey; delivered to owner; value.....	1,500 00
	23.	Diamond earrings; stolen from Mrs. J. Bancroft by Wm. H. Eggert; delivered to owner; officers, Vallyely, Milburn and Allison; value	1,500 00
April	10.	Diamonds of Bonnie Thornton; lost on Madison avenue car; sent to property clerk; officer, Louis Pollock; value.....	17,800 00
	17.	Checks from United States mail, by Albert E. Bell and Frank W. Smith; delivered to United States authorities; prisoners' possession	6,311 23
	21.	49 pieces of silk damask; stolen from Men- del Singer by Harris Fleischer and Michael Frurst; delivered to owner; value	4,500 00
May	4.	Silverware, etc.; stolen from Henry L. Boughton by unknown; officers, Boyle and Charleton; redeemed by owner; value	1,500 00
	11.	Gold watch and chain; stolen from Lorenzo Franchino by unknown; officers, Boyle and Charlton; redeemed by owner; value	1,200 00
	29.	Jewelry; stolen from Mrs. Ann Wright by James Nealin and Sarah Brook; sent to property clerk; officers, Holland & Reap; value	2,750 00
June	19.	Gold watch, bank book and bonds; stolen from Rebecca A. D. Wendel by Sam Mc- Kenney; sent to property clerk; officers, Thompson and Mahoney; value.....	15,896 00

1899.

June	23.	Cash; stolen from Metropolitan National Bank, Boston, Mass., by George Schey, alias Philip Gauset; sent to property clerk; value.....	\$10,000 00
July	10.	Clothing, etc.; stolen from Henry J. Berry, Newark, N. J., by Jack Sheppard and McIntyre, John Mahoney, alias; officers, Valley, Milburn, Rynders; delivered to owner; value	2,000 00
	10.	Shoes; stolen from John Moerle by same parties as above; same officers; delivered to owners; value.....	3,000 00

Property found in street.

March	10.	Gold stick pin; lost on Columbus avenue car; found in pawnshop, 175 Bowery; claimant, Mrs. Mary Bedell, Hotel Normandie; officers, Arfken and Berkly; redeemed by owner; value.....	\$25 00
April	10.	Diamonds; lost on Madison avenue car; found at 208 East Eighty-fourth street; claimant, Bonnie Thornton, 162 East Sixty-seventh street; officer, Louis Pollock; sent to property clerk; value.....	17,800 00

Property shipped by mistake and recovered.

May	1.	1 case silk; claimed by M. D. Howell & Co., 22 Grand; shipped by mistake to Jordon & Marsh, Boston, Mass.; officers, Herlihy and O'Connelly; delivered to owner; value	\$500 00
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Mr. Moss—Yesterday we put in evidence a list of 160 cases where arrests had been made in the Nineteenth precinct for robberies by women. I will offer in evidence this morning 190 other cases of robberies by women found in the books of four other precincts; some of them on the street; some of them high-

way robberies, such as was detailed by Mr. Keith yesterday; others in houses; some in the back rooms of saloons; but in all cases, apparently from the records, robberies made by women thieves, prostitutes, where arrests have been made, covering the period from January 1, 1898, to the present time, although in several cases the examination was not carried back of January, 1899. Substantially it covers the period from 1898 in four precincts only.

WOMAN ROBBERIES IN THE FIFTEENTH PRECINCT.

January 19, 1898, James Allen, Hackettstown, N. J.; at saloon, 3 First street; \$10.

February 7, 1898, Louis Bergman, Fifty-eighth street and St. Mark's place; pin; at Eighth street and Second avenue; car; \$36.

February 19, 1898, Charles Lawson, 243 East Forty-second street; \$42; at 369 Bowery.

April 17, 1898, Christian Beigler, 54 East Bowery; \$400; 303 Bowery.

April 18, 1898, Gottfried Schneider, 548 First avenue; \$30.

May 6, 1898, Wm. O'Rourke, 76 Tillary street, Brooklyn; ring; \$250; 23 Second avenue.

May 26, 1898, Martin Rankin, 545 Broome street; \$10; 16 First street.

July 8, 1898, Wm. Kreuter, 500 Hart street, Brooklyn; watch; \$40; 124 East Fourteenth street.

August 27, 1898, Robert Abenroth, 48 Eighth avenue; \$100; 100 Third avenue.

September 11, 1898, John Lepold, 827 Park avenue; \$125; 17 Second avenue.

September 17, 1898, Frank Murray, Prescott, Ariz.; \$20; 1 First street.

September 27, 1898, McMillan T. Brown, 70 Seventh street; locket, at Third avenue and Thirteenth street.

October 15, 1898, George Lockwood, 385 Bowery; \$40; 287 Bowery.

October 15, 1898, Henry French, 131 West One Hundred and Thirty-seventh street; \$18 and a watch; 72 Third avenue.

November 5, 1898, John McCaffrey, 107 East Fifty-third street; \$5; 369 Bowery.

November 8, 1898, Thomas Barry, 84 East Tenth street; \$38; 81 Fourth avenue.

November 12, 1898, Michael Kierman, Cypress avenue, Evergreen, L. I.; \$15; 17 Second street.

November 28, 1898, Henry Elliott, 330 Eighth street; \$15; 15 Second street.

November 28, 1898, Henry Lubber, United States steamship Vermont; \$20; 10 East Third street.

December 17, 1898, E. C. Holtrook, Continental hotel; \$125; watch; 46 Third avenue.

December 24, 1898, Nicholas Boltes, 35 Jackson street, Brooklyn; \$40.

January 6, 1899, James McCarthy, 19 Second street; watch chain; \$31; 15 Second street.

January 17, 1899, Charles Higgins, 552 Bergen avenue; \$90; Twelfth and Fourth avenue.

January 17, 1899, Anton Von Puckak, 137 East Third; \$90 and watch; \$12; 552 Fifth street.

January 22, 1899, Leo Goldberg, 77 Leonard street, Brooklyn; \$2; at Second avenue and Eleventh street.

January 25, 1899, Michael Cooperman, 875 Park avenue, Brooklyn; ring; \$170; 141 East Fourteenth street.

February 3, 1899, Edward Miller, Greatneck, L. I.; \$28; 12 Stuyvesant street.

February 3, 1899, Edward H. Best, Fort Plain, N. Y.; \$30; 100 Third avenue.

February 6, 1899, Guy Von Noy, 1764 Madison avenue; \$30; 110 Third avenue.

March 1, 1899, Max Groppe, 95 Seventh street; \$2; Eagle hotel, Sixth street and Bowery.

March 2, 1899, Max Ross, 117 West Thirty-fourth; \$90; Fifth street and St. Marks place.

March 22, 1899, Frank H. Hackett, 86 East Third street; \$45; at Ninth street and Third avenue.

March 25, 1899, Joseph Cleary, 27 Main street, Flushing; ring; \$50; 204 Sixth street.

March 31, 1899, Edward Burritt, Utica, N. Y.; \$120; 395 Sixth street.

April 2, 1899, William Flynn, 432 East Eightieth street; \$1; at Third avenue between Thirteenth and Fourteenth streets.

April 7, 1899, John Gilloon, 738 East One Hundred and Forty-seventh street; \$1.60; salary; 17 Second avenue.

April 23, 1899, Angelo Arallone, New Jersey; \$16; 82 East Tenth street.

April 23, 1899, Stephen H. Sharkey, 1 Second avenue, Mt. Vernon; \$27; 139 East Thirteenth street.

April 29, 1899, James Reilly, 104 East Tenth street; \$12 pin; Eighth street between Second and Third avenue.

April 29, 1899, Charles Barclay, 127 High street, Brooklyn; \$15; 316 East Eleventh street.

May 15, 1899, August Golderman, 43 Second avenue; \$12; 33 Third avenue.

May 27, 1899, Seba Armitage, Keokuk, Iowa; \$25; at 295 Bowery.

June 3, 1899, Henry Miller, 38 East Fourth; \$4; at 369 Bowery.

June 10, 1899, Philip J. Trugg, 41 Adelphi street, Brooklyn; watch; \$200; 17 Second avenue.

June 19, 1899, Gustav Bussing, Goshen, N. Y.; \$35; 232 East Ninth street.

June 19, 1899, Thos. M. Harris, Ft. Schuyler, N. Y.; \$26; 110 Third avenue.

July 21, 1899, August Buesing, 855 Grand street, Brooklyn; \$18 in front of 110 Third avenue.

WOMAN ROBBERIES IN THE SIXTEENTH PRECINCT.

March 27, 1899, Michael Murphy, 65 Carmine; \$35; at Hancock street.

May 31, 1899, John Johnson, 18 North Moore; \$60; at 2 Carmine street.

LIST OF CASES IN THE TWENTIETH PRECINCT IN WHICH MEN HAVE COMPLAINED TO THE POLICE THAT THEY HAVE BEEN ROBBED BY WOMEN IN HOUSES OR IN THE STREET, JANUARY 1, 1898, TO JULY, 1899, 121 CASES.

Name of man robbed, William Mann; address, 260 West Twenty-first; house where robbery occurred, 218 West Thirtieth; amount, \$40.

Name of man robbed, John C. Saunders; address, West and Desbrosses, hotel; house where robbery occurred, 275 West Thirty-eighth street; amount, \$50.

Name of man robbed, John Chisholm; address, 444 Jefferson avenue, Brooklyn; house where robbery occurred, 447 West Twenty-seventh street; amount \$72.50.

Name of man robbed, Wm. Hartney; address, 530 West Thirtieth street; house where robbery occurred, Thirtieth street between Seventh and Eighth avenues; amount, \$3.

Name of man robbed, E. J. Hart; address, Kokoma, Ind.; house where robbery occurred, 221 West Fortieth street; amount, \$40.

Name of man robbed, Henry Wendt; address, 428 West Twentieth street; house where robbery occurred, West Thirty-second street; amount, \$30.

Name of man robbed, L. Kiser; address, 302 West Thirty-fourth street; house where robbery occurred, 302 West Thirty-fourth street; amount, \$8.

Name of man robbed, John I. Redmann; address, Ninth United States Cavalry; house where robbery occurred, 218 West Thirtieth street, rear; amount, \$125.

Name of man robbed, Morris Thomas; address, 334 West Fortyninth street; house where robbery occurred, third floor, rear, 273 West Thirty-eighth street; amount, \$110.

Name of man robbed, Tobias Item; address, 1171 Summit avenue, Jersey City; house where robbery occurred, 327 West Thirtieth street; amount, \$18.65.

Name of man robbed, William Donovan; address, 412 West Fiftieth street; house where robbery occurred, West Thirtieth between Seventh and Eighth avenues; amount, \$18.50.

Name of man robbed, Peter Dolan; address, 152 Washington street, Peekskill; house where robbery occurred, 217 West Thirtieth street; amount, \$30.

Name of man robbed, Isidor Mino; address, 272 West Thirtieth street; house where robbery occurred, ———; amount, \$72.

Name of man robbed, Thomas D. Anderson; address, Second United States Volunteers; house where robbery occurred, Bennett's hotel; amount, \$38.

Name of man robbed, J. R. Smith; address, Hotel Grand; house where robbery occurred, northwest corner Forty-first and Seventh avenue; amount, \$370.

Name of man robbed, Edward F. King; address, 205 West Twenty-fifth street; house where robbery occurred, 227 West Twenty-seventh street; amount, \$30.

Name of man robbed, Peter Bickeidroff; address, 339 West Thirty-sixth street; house where robbery occurred, 339 West Thirty-sixth street; amount, \$60.

Name of man robbed, Peter McCormick; address, 2532 Seventh avenue; house where robbery occurred, 462 Eighth avenue; amount, \$1.95.

Name of man robbed, James Eason; address, Gerlach, Thirty-seventh street; house where robbery occurred, 243 West Thirty-second street.

Name of man robbed, William Martins; address, Marlborough hotel; house where robbery occurred, 240 West Fortieth street; amount, \$160.

Name of man robbed, George Konaht; address, 415 West Twenty-seventh street; house where robbery occurred, 415 West Twenty-seventh street; amount, \$26.

Name of man robbed, Charles Robertson; address, Third United States Cavalry; house where robbery occurred, Forty-first street, between Seventh and Eighth avenues; Amount, \$75.

Name of man robbed, John Scheulumie; address, 208 East Fifty-ninth street; house where robbery occurred, 217 West Twenty-ninth street; amount, \$19.

Name of man robbed, Richard Loyud; address, Philadelphia, Pa.; house where robbery occurred, Seventh avenue and Thirtieth street; amount, \$6.

Name of man robbed, Aug. Anderson; address, 238 East Fifty-sixth street; house where robbery occurred, 236 West Forty-first street; amount, \$50.

Name of man robbed, John Gorman; address, 1085 First avenue; house where robbery occurred, 236 West Forty-first street; amount, \$10.

Name of man robbed, Felix Conrad; address, Stapleton, S. I.; house where robbery occurred, hallway; amount, \$8.

Name of man robbed, Mackuly Hill; address, 460 Adelphi street, Brooklyn; house where robbery occurred, West Thirty-third street, between Seventh and Eighth avenues; amount, \$19.50.

Name of man robbed, Synay Westan; address, Wilmington; house where robbery occurred, Thirty-seventh street, between Seventh and Eighth avenues; amount, \$45.

Name of man robbed, Frank Huschle; address, 140 West Thirty-third street; house where robbery occurred, 390 Seventh avenue; amount, \$7.

Name of man robbed, R. A. Davidson; address, 587 Broadway; house where robbery occurred, 263 West Thirty-ninth street; amount, \$28.

Name of man robbed, Joseph Bretman; address, 521 West Broadway; house where robbery occurred, Thirtieth street and Sixth avenue; amount, \$100.

Name of man robbed, William Robenson; address, 262 Tenth avenue; house where robbery occurred, 218 West Thirtieth street; amount, \$20.

Name of man robbed, John Jones; address, 32 Beaver street; house where robbery occurred, corner Seventh avenue and Thirtieth street; amount, —.

Name of man robbed, Patrick Blute; address, 552 West Forty-eighth street; house where robbery occurred, Forty-first street between Eighth and Ninth avenues; amount, \$67.

Name of man robbed, Frederick Webber; address, 376 Tenth avenue; house where robbery occurred, 208 West Thirtieth street; amount, \$100.

Name of man robbed, Edwin Schiele; address, 955 Lexington avenue; house where robbery occurred, 207 West Fortieth street; amount, \$10.

Name of man robbed, George Smith; address, 105 Eighth avenue; house where robbery occurred, 207 West Fortieth street; amount, \$30.

Name of man robbed, Abraham Freich; address, Demarest, N. J.; house where robbery occurred, 259 West Thirty-ninth street; amount, —.

Name of man robbed, Patrick J. O'Neil; address, Soldier, Twenty-first Infantry Ohio Volunteers; house where robbery occurred, Marlborough hotel; amount, \$36.

Name of man robbed, Alfred Taylor; address, Trafalgar hotel; house where robbery occurred, 225 West Thirtieth street; amount, \$52.

Name of man robbed, George Wilson; address, Newburgh, N. Y.; house where robbery occurred, hallway, West Fortieth street; amount, \$50.

Name of man robbed, Martin Coleman; address, 309 East Thirty-fifth street; house where robbery occurred, 446 West Twenty-eighth street; amount, \$60.

Name of man robbed, Orrie Dunn; address, Weehawken, N. J.; house where robbery occurred, 217 West Nineteenth street; amount, \$10.

Name of man robbed, Robert Hillock; address, 124 West Twentieth street; house where robbery occurred, 259 West Thirty-ninth street; amount, \$8.

Name of man robbed, Louis Waltern; address, 443 West Thirty-ninth street; house where robbery occurred, hallway, Fortieth street; amount, \$6.

Name of man robbed, Joseph Frey; address, 207 West Fortieth street; house where robbery occurred, 207 West Fortieth street; amount, \$210.

Name of man robbed, William W. Jones; address, 138 West Fifty-second street; house where robbery occurred, 257 West Thirty-ninth street; amount, \$55.

Name of man robbed, Rudolph C. Bash; address, Grand Union hotel; house where robbery occurred, 240 West Fortieth street; amount, \$7.

Name of man robbed, John Dounne; address, 356 West Fifty-third street; house where robbery occurred, 562 Seventh avenue, Elite hotel; amount, \$25.

TWENTIETH PRECINCT—LIST OF LARCENY CASES
WHERE THE CRIME TAKEN FROM FELONY BOOK
FROM MARCH 1, 1899, TO JULY 18, 1899, DOES NOT AP-
PEAR IN ANY OTHER BOOK, AMOUNTING TO \$178,700.

Grand larceny, February 23, 1899; Minnie Neighton, age 31; white; Canadian; 237 West Fortieth street; charged with larceny of \$82 from vest pocket of complainant in prisoner's apartments, third floor east, 237 West Fortieth street, while there for purpose of prostitution; officers Coughlin and Michaels covered beat; complainant, John Braun, 651 Ninth avenue; \$1,000 to answer by Magistrate Deuel.

Grand larceny, March 1, 1899; Dottie Wells, age 22; white; United States; 260 West Fortieth street; Lousia Jackson, age 30;

white, France; 260 West Fortieth street; charged with stealing \$10 in cash, one gold watch and chain, all valued at \$60, while in the room with the above two prisoners, first floor of 260 West Fortieth street; officers on beat, Pitts and Thorpe; complainant, John McMullen, 446 West Thirty-fifth street; both held in \$1,000 to answer by Magistrate Deuel; acquitted by grand jury, March 7, 1899.

Grand larceny, March 3, 1899; Lottie Musgrave, age 25; black; United States; 412 West Forty-second street; charged with stealing \$75 from complainant while in her rooms at 314 West Thirty-ninth street, at 2 a. m., 2d inst.; officers Devancey and Farrell covered beat; complainant, Motara Fioreuzo, 444 West Thirty-ninth street; discharged by Magistrate Simms; Bella Mussey, age 38; black; United States; 496 Seventh avenue; accomplice of above; discharged.

Grand larceny from person, March 12, 1899; Emma Daly, age 24; black; United States; 239 West Twenty-ninth street; Julius Meyer, age 24; white; Germany; painter; 239 West Twenty-ninth street; charged with stealing a book containing \$36 from complainant's vest pocket in hallway of 239 West Twenty-ninth street; officers Kennedy and Tonmeyer covering beat; complainant, Fred Hoopfner, 93 Commerce street, Brooklyn; held in \$1,00 to answer by Magistrate Simms; both acquitted by grand jury.

Larceny from person, March 13, 1899; Leone Du Boise, age 25; white; France; 226 West Thirty-seventh street; charged with stealing \$20 from the complainant's pants pocket, said pants being on him at the time, while the defendant's room on ground floor east side of 336 West Thirty-seventh street; officer Boyd covering beat at time; complainant, Thomas M. Coggey, 225 East Fifty-seventh street; discharged by Magistrate Simms.

Grand larceny, March 15, 1899; Emma Pratt, age 22; white; United States; charged with larceny from complainant's pockets of one gold watch, value \$20 and \$20 in cash, while in her company at 259 West Thirty-ninth street for immoral purpose; detectives Michaels and Coughlin covering beat; complainant, Benjamin Daunt, 358 West Forty-ninth street; held in \$1,000 to answer by Magistrate Simms; acquitted by grand jury.

Grand larceny, March 10, 1899; Maggie Dillon, age 24; white; Ireland; 211 West Twenty-fourth street; charged with cutting

complainant with razor on left side of face, inflicting serious wounds, at Twenty-ninth street, near Eighth avenue; also charged with robbing him; she was identified by complainant; officers Michaels and Coughlin covering beat; complainant John Sullivan, 305 East Thirty-second street; held in \$1,500 to answer by Magistrate Simms; discharged by Judge Cowing, Part I, General Sessions, April 19, 1899.

Grand larceny, March 24, 1899; Mary Avery, age 21; black; United States; 307 West Nineteenth street; charged by complainant with stealing \$35 from his overcoat pocket in rear house of 210 West Thirtieth street, where he went with prisoner for immoral purposes; he also lost one gold and silver medal; officer Farrell covering beat; complainant, Chas. McEroe, 264 First avenue; discharged by Magistrate Poole.

March 24, 1899; Sadie Wheeler, age 24; white; United States; 30 West Sixty-fourth street; charged with stealing \$6 from complainant's pants pocket while in hotel, 398 Eighth avenue, southeast corner Thirtieth street; officer Strebel covering beat; complainant, Stephen Felton, 58 Seventh avenue; discharged by Magistrate Poole.

March 26, 1899; Florence Conner, age 23; black; United States; 139 West Thirty-fifth street; charged with stealing \$11 from the complainant's person while he was visiting her room with her in West Thirtieth street, between Seventh and Eighth avenues; officer Collinge covering beat; complainant, James Lewis, 455 West Twenty-ninth street; held in \$1,000 to answer by Magistrate Poole.

Grand larceny, March 26, 1899; Lena Berger, age 33; white; Germany; 229 West Fortieth street; charged with stealing \$10 from the complainant's pants pocket while in her company at 229 West Fortieth street; officer covering beat, Tomney; complainant, Frank Schwerzer, 692 Sixth avenue; discharged by Magistrate Joseph Poole.

March 30, 1899; Elizabeth McIntosh, age 26; black; United States; 340 West Thirty-seventh street; charged with stopping complainant in Thirty-seventh street, near Eighth avenue, and robbing him of his watch, chain and charm, valued at \$75; officers covering beat, Tomney and Kennedy; complainant, Samuel

Low, 325 West Fifty-sixth street; held in \$300 for trial by Magistrate Poole.

April 7, 1899; Kate Sherlock, age 40; white; United States; 446 West Twenty-eighth street; charged with the larceny of \$60 from the person of complainant on Wednesday morning, April 5, 1899, in the apartments of Mrs. Palmer, 446 West Twenty-eighth street; officer covering beat, Pitts; complainant Martin Coleman, 309 East Thirty-fifth street; discharged by Magistrate Poole.

April 8, 1899; Ellen Jones, age 28; black; United States; 247 Seventh avenue; charged with assisting another woman in robbing complainant of \$10 at 219 West Twenty-ninth street; officers on beat, Devanney and Farrell; complainant, Alex Fligra, 411 West Twenty-sixth street; discharged by Magistrate Poole.

Grand larceny, April 10, 1899; Bertha Johnson, age 25; white; United States; 738 Sixth avenue; charged with stealing \$35 from the complainant's pocket while in her company at 204 West Fortieth street; officer Michaels on beat; complainant, Fred L. Whitmore of Boston; discharged by Magistrate Cornell.

April 14, 1899; 1 p. m.; James Devine, age 24; white; United States; clerk; Philadelphia, Pa.; Birdie Wilson, age 23; white; United States; 257 West Thirty-ninth street; charged with robbery of \$80 from complainant while in flat, 257 West Thirty-ninth street; one locket found on Miss Wilson; complainant, Charles L. Doran, Astoria, Long Island; officer covering beat, Kennedy; held in \$1,500 each to answer by Magistrate Cornell; prisoner Devine discharged, Court of General Sessions, Part II, June 9, 1899; Judge McMahon; prisoner Birdie Wilson sentenced to Hudson River Reformatory, Court of General Sessions, Part II, Judge McMahon.

April 15, 1899, 1.35 p. m.; Mary Smith, age 27; white; United States; domestic; 257 West Thirty-ninth street; charged with having robbed complainant of \$80 at 12.30 a. m., April 14, 1899, at 257 West Thirty-ninth street; held in \$1,500. to answer by Magistrate Cornell; sentence suspended, Court of General Sessions, by Judge McMahon, June 9, 1899; officers covering the post, Kennedy and Tomney; complainant, Charles Doran, Astoria, Long Island.

April 19, 1899, 12.45 a. m.; Lillie Howard, age 27; white; United States; 310 West Fifty-third street; Carrie Ray, age 22; white; United States; 29 West Thirty-fifth street; charged with stealing \$17 from complainant's person and attempting to steal his watch at 240 West Fortieth street; officer covering post, T. Reilly; complainant, Arthur J. McCarthy, 205 East Twenty-third street; discharged by Judge McMahon June 21, 1899.

April 21, 1899; Mary Brown, age 25; black; United States; 312 West Forty-first street; charged with stealing \$30 from complainant at 265 West Forty-first street; discharged by Magistrate Cornell; officer covering post, Farrell; complainant, Charles Conklin, 210 Twentieth street, Brooklyn.

May 6, 1899; Olive Harrison, age 28; white; United States; 273 West Thirty-eighth street; Helen Broch, age 24; white, West Indies; 273 West Thirty-eighth street; charged with stealing a gold watch and \$20 in cash from complainant at 273 West Thirty-eighth street; prisoner Harrison discharged by Magistrate Olmstead; prisoner Broch held in \$1,000 to answer; complainant, Leopold Goldsmith; officers covering beat, Michaels, Farrell and Devanney.

May 7, 1899; Flossie Miller, age 21; white; United States; 207 West Fortieth street; charged with stealing \$19 from complainant's pants pocket at 207 West Fortieth street; officer covering post, J. Michaels; complainant, James Smith, 219 East Twenty-third street; discharged by Magistrate Olmstead.

May 9, 1899; Goldie Moran, age 23; black; United States; 248 West Forty-first street; charged with taking \$500 complainant's pants pocket at her residence, 248 West Forty-first street; Officer J. McGee on beat; complainant, George Walker, St. Cloud Hotel, Broadway and Forty-first street; held in \$1,500 by Magistrate Olmstead.

May 15, 1899; Ellen Foster, age 25; white; United States; 223 West Thirty-fifth street; charged with stealing from complainant's pants pocket \$7 while in hotel, 562 Seventh avenue; officer on beat, Kuhne; complainant, John P. Brannigan, 223 West Thirty-fifth street; discharged by Magistrate Deuel.

May 23, 1899; Loretta Hurley, age 19; white; United States; no home; charged with stealing \$5 and watch and chain, valued at \$35, from complainant at 265 Tenth avenue; held in \$500 to an-

swer by Magistrate Deuel; sentenced to three months in Hudson River Reformatory by Judge Cowing, Court of General Sessions, Part III; complainant, Jacob Arnold, 265 Tenth avenue.

June 7, 1899; Jennie Delmage, age 27; white; United States; 323 West Thirty-fourth street; charged with stealing \$90 from complainant's pocket at 323 West Thirty-fourth street; complainant, John Wilson, 322 West Thirty-fourth street; discharged by Magistrate Wentworth; Officer Kuhne.

June 23, 1899; Mollie Smith, age 22; white; United States; 273 West Thirty-eighth street; Marian De Bloto, age 21; white; United States; 273 West Thirty-eighth street; charged with the larceny of \$150 from complainant's pants pocket at 273 West Thirty-eighth street; complainant, James Kilbourne, Putnam avenue and Downing street; Officer Duane; held in \$2,000 each for examination the 26th inst. by Magistrate Mott; both discharged by Magistrate Mott June 27, 1899.

June 23, 1899; Annie Sutton, age 21; white; Ireland; 424 West Forty-third street; charged with stealing \$25 from complainant's pocket at 562 Seventh avenue; complainant, John Durnick; Officers Farrell and Pendergast; discharged; Mott.

July 5, 1899; May Denins, age 21; white; United States; 259 West Thirty-ninth street; James Stewart, age 26; white; United States; agent; 341 West Fifty-ninth street; charged with stealing \$195 from complainant's pants pocket in a room at 259 West Thirty-ninth street; complainant, Adolph Mayng, 403 West Forty-first street; Officer Murphy; both discharged by Magistrate Mott.

July 9, 1899; Nellie Green, age 21; white; Ireland; 306 West Twenty-eighth street; charged with having stolen \$35 from complainant at Brighton hotel, 390 Eighth avenue; complainant, Herbert Horsley, 689 Lexington avenue; Officer Leidner; held in \$1,500 to answer by Magistrate Brann.

July 14, 1899; Lucia G. Earl, age 29; black; United States; 323 Thirty-seventh street; charged with stealing \$1 from the complainant's clothing while in a room on the third floor of 208 West Thirtieth street; the complainant refused to prosecute in court; complainant, Orrin B. Booth, Orange, N. J.; Officers Kennedy and Thorpe; discharged by Magistrate Brann.

July 17, 1899; Sadie Wallace, age 23; black; United States; 202 West Twenty-seventh street; Georgie Briggs, age 33; black;

United States; 234 West Thirty-fifth street; prisoner charged by complainant with robbery, prisoner Briggs going through his pockets while prisoner Wallace was holding him, at Twenty-seventh street and Seventh avenue; complainant, James F. Cleary, 659 Tenth avenue; Officers Duane and Kuene; held in \$1,000 each to answer by Magistrate Brann.

July 14, 1899; Annie Brown, age 24; white; United States; 227 West Fortieth street; charged with stealing \$10 from complainant's pockets in her room at 227 West Fortieth street; complainant, Henry Dreyer, Guttenberg, N. J.; Officer James McGee; held in \$1,000 to answer by Magistrate Brann.

July 14, 1899; Marie Washington, age 26; black; United State; 458 Seventh avenue; charged by complainant with stealing \$45 from his pocket at 390 Seventh avenue; complainant, Harry Dagle, 208 West Forty-sixth street; Officer Kennedy; discharged by Magistrate Brann.

July 18, 1899; Mary Brown, age 23; white; United States; 336 West Fifty-seventh street; charged with stealing \$15 from complainant's pants pocket, which were on a chair in room, second floor, 336 West Thirty-seventh street; complainant, Edward Williams, 114 West Thirty-first street; Officers Tomney and Pitts; discharged on the 20th inst. by Magistrate Brann.

July 18, 1899; Julia Wells, age 23; black; United States; 323 West Thirty-seventh street; charged with stealing \$53 from complainant while in a room on second floor, 353 West Thirty-eighth street; \$16 of money found on prisoner, and left on desk as evidence; complainant, Jess Dandy, 1696 Morris avenue; Officer Kuhne; Discharged by Magistrate Brann.

TWENTIETH PRECINCT—LIST OF GRAND LARCENY CASES WHERE LARCENY HAS BEEN COMMITTED BY WOMEN, FROM FEBRUARY 12, 1898, TO SEPTEMBER 12, 1898, TAKEN FROM FELONY BOOK.

February 12, 1898, 6.10 a. m.; grand larceny; Martha Williams, age 25; black; United States; 221 West Ninety-eighth street; prisoner charged by the complainant with the larceny of \$6 in Twenty-ninth street, between Sixth and Seventh avenues; complainant, James Smith, 445 West Forty-ninth street; Oaxal Wosterblatt, officer; held in \$2,500 by Magistrate Cornell; dismissed by grand jury, February 17, 1898.

February 19, 1898, 12.15 a. m.; grand larceny; Florence Ellis, age 25; black; United States; 317 West Forty-first street; prisoner charged with stealing \$7 at her residence, 317 West Forty-first street, from complainant's pants pocket while pants were on; complainant, Charles H. Pickles; P. Ryan, officer; held in \$1,000 by Magistrate Cornell; dismissed by grand jury, March 2, 1898.

February 21, 1898, 10.15 a. m.; grand larceny; Mary Jones, age 32; black; United States; 328 West Thirty-eighth street; prisoner charged with stealing \$140 from complainant's pants while having sexual intercourse with her in a room on second floor of 243 West Thirty-second street, February 19, 1898; complainant, John Scholtz; Boyle, officer; dismissed by Magistrate Cornell.

March 7, 1898, 10.15 p. m.; grand larceny; Lizzie White, age 22; white; United States; 240 West Fortieth street; prisoner charged with stealing \$25 from complainant's trousers pockets which was on a chair in prisoner's room, where he had gone for immoral purposes, at 273 West Thirty-eighth street; complainant, John B. Howard; Barrett, officer; dismissed by Magistrate Olmstead.

March 11, 1898, 3.45 a. m.; grand larceny; Mary Griffin, age 33; black; United States; domestic; 492 Seventh avenue; prisoner charged with stealing \$20 from complainant's inside vest pocket in hallway of 208 West Thirty-seventh street; complainant, James J. Higgins; Sarch, officer; dismissed by Magistrate Olmstead.

March 25, 1898, 1.30 a. m.; grand larceny; Rosie May, age 18; black; United States; 223 West Thirty-fifth street; prisoner charged with stealing from complainant \$25, he met her at Thirty-fourth street, between Ninth and Tenth avenues, and while in conversation took the money out of his pocket; a \$1 bill was in her hand when arrested; when searched at Twenty-second precinct \$1.55 was found on her person; complainant, James Kelly, 450 Tenth avenue; Wm. E. Powers, officer; dismissed by Magistrate Deuel.

March 27, 1898, 9.25 p. m.; prisoner charged by the complainant with the larceny of \$75 from his pockets while in her company at 262 West Forty-first street, for the purpose of prostitution, on Saturday, March 19th; complainant, Joseph B. Stratton, St. Cloud hotel; Maxon, officer; dismissed by Magistrate Deuel.

April 16, 1898, 1.40 a. m.; grand larceny; Emma Ferialow, age 22; white; United States; 240 West Fortieth street; prisoner charged by complainant with the larceny of \$45 from his pocket while in prisoner's company at 240 West Fortieth street for the purpose of prostitution; complainant, John F. Adams, Hotel Imperial; Boyle, officer; dismissed by Magistrate Deuel.

May 6, 1898, 11.40 p. m.; grand larceny; Maud Harris, age 29; white; Canada; dressmaker; 228 West Forty-third street; prisoner charged with the larceny of \$100 in bills from his vest pocket while in prisoner's company at 252 West Thirty-sixth street for the purpose of prostitution; complainant, Samuel Lesser; Michaels, officer; dismissed by Magistrate Brann.

May 10, 1898; grand larceny; Bessie Davis, age 23; black; United States; West Thirty-seventh street and Seventh avenue; prisoner charged with stopping complainant on corner Thirty-sixth street and Ninth avenue, and engaging him in conversation, and then stole \$5 from his pocket; officer saw her throw the money away and recovered it; complainant, Gebhardt Yehly, 608 Eighth avenue; Michaels, officer; dismissed by Magistrate Brann.

June 4, 1898, 6 p. m.; grand larceny; Clara Gilbert, age 24; white; United States; 215 West Fortieth street; prisoner charged with the larceny of \$300 from complainant's pocket while in her company at 215 West Fortieth street for purpose of prostitution; complainant, Henry Steep, 320 Ninth avenue; Walton, officer; held in \$1,000 by Magistrate Meade.

June 13, 1898, 11.40 p. m.; grand larceny; Georgie Daly, age 24; black; United States; 218 West Thirtieth street; prisoner charged with being an accomplice to the robbery of complainant of \$50 while in her house, rear of 210 West Thirtieth street with another unknown woman with whom he was in bed; prisoner was in room when he was in the bed; complainant, Joseph Gunterman, 754 Ninth avenue; Duane, officer; held in \$2,000 by Magistrate Kudlich; complaint dismissed by grand jury, June 27, 1898.

June 22, 1898, 11.10 a. m.; grand larceny; Sophia Plamer, age 19; white; United States; milliner; 273 West Thirty-eighth street; Nellie Mawill, age 23; white; United States; dressmaker; 273 West Thirty-eighth street; prisoners charged with stealing a diamond pin and \$160 from complainant while in their com-

pany at 273 West Thirty-eighth street; complainant, Theodore Charles, 80 Madison avenue; Boyle and Mason, officers; held in \$2,000 each by Magistrate Kudlich; sentenced to six months in penitentiary by Judge Newberger, October 14, 1898.

June 22, 1898, 10 p. m.; grand larceny; Daisy Brooks, age 26; black; United States; 210 West Thirtieth street; prisoner charged with stealing \$65 from complainant's pocket while in her rooms at 4 a. m., June 21, 1898; complainant, Arthur Thornton, 307 West Twenty-fifth street; Maxon, officer; dismissed by Magistrate Kudlich.

June 24, 1898, 12.10 p. m.; grand larceny; Grace Wahman, age 23; white; United States; dressmaker; 328 West Thirty-seventh street; prisoner charged by complainant with the larceny of a gold watch and chain, and \$16 in bills, while in 390 Eighth avenue for purposes of prostitution; complainant, Lincoln Sawell, 835 Tenth avenue; Maxon, officer; dismissed by Magistrate Kudlich.

June 27, 1898, 2 p. m.; grand larceny; Ida Hawkins, age 26; black; United States; 239 West Twenty-ninth street; prisoner charged with stealing \$5 from complainant's hand at 239 West Twenty-ninth street; complainant, Robert Cole, 300 West Fortieth street; C. Brown, officer; held in \$1,000 by Magistrate Kudlich.

July 1, 1898, 6.30 p. m.; grand larceny; Kate Layden, age 38; white; Ireland; 262 West Thirty-fifth street; complainant, Margaret Hallahan, 262 West Thirty-fifth street; Boyle, officer; held in \$1,000 by Magistrate Flammer.

July 4, 1898, 11.20 p. m.; grand larceny; Clara Gilbert, age 24; white; United States; 261 West Thirty-ninth street; prisoner charged by complainant with the larceny of \$160 while in her company at 215 West Fortieth street for purposes of prostitution; complainant, Louis Katich, 526 West Forty-fourth street; Maxon and Frojan, officers; held in \$1,000 by Magistrate Flammer.

July 11, 1898, 9.50 a. m.; grand larceny; Lillie Russell, age 20; black; United States; 241 West Thirty-third street; prisoner charged with stealing \$17 from complainant's pants pocket while in her company on Thirty-second street, in a hallway, at 1.30 a. m.; complainant, Herbert Smith, New London, Conn.; Wilkerman, officer; dismissed by Magistrate Flammer.

July 12, 1898, 10.45 p. m.; grand larceny; Bertha Wilson, age 25; black; United States; domestic; 349 West Thirty-ninth street; prisoner charged with stealing \$50 from complainant's pocket in her rooms, 349 West Thirty-ninth street, while he was visiting there; complainant, Jack Miller, 553 West Thirty-sixth street; Munroe, officer; held in \$500 by Magistrate Duel.

August 8, 1898, 10.15 p. m.; grand larceny; Clara Grey, age 26; white; Germany; actress; 240 West Thirty-seventh street; prisoner charged with stealing \$55 from complainant's pants pocket which were hanging up in his apartments at 216 West Twenty-fourth street; complainant, John L. Brawer, 216 West Twenty-fourth street; J. T. McCarthy, officer; held in \$1,000 by Magistrate Simms.

August 9, 1898, 12.30 a. m.; grand larceny; Carrie Williams, age 37; black; United States; 116 West Twenty-sixth street; prisoner charged with stealing \$3 from complainant; complainant, Frank J. Searing, Bleecker and Thompson streets; D. Hogan, officer; held in \$1,000 by Magistrate Simms.

August 29, 1898, 8.20 p. m.; grand larceny; Annie Tauch, age 28; black; United States; 245 West Thirty-second street; prisoner charged by complainant with larceny of \$50 from his pants pocket at 239 West Twenty-ninth street while in her company for purpose of prostitution; complainant, Edward Favenza.

September 9, 1898, 4.30 a. m.; grand larceny; Florence Condon, age 24; black; United States; West Thirtieth street; prisoner charged with stealing from complainant's pants pocket \$30 while in a room at 216 West Thirtieth street, rear house; complainant, Lewis Codd, 74 East One Hundred and Nineteenth street; McGovern, officer.

September 11, 1898, 1.20 a. m.; grand larceny; Georgia Dale, age 24; black; United States; 218 West Thirtieth street; prisoner charged with taking \$40 from the complainant's inside coat pocket at 210 West Thirtieth street; complainant, John Dietman, 205 West Twenty-ninth street; officers, McGovern and Tautphavens; dismissed by Magistrate Cornell.

September 11, 1898, 2.50 a. m.; grand larceny; Carrie Nicholas, age 22; black; United States; 130 West Twenty-fourth street; prisoner charged with taking \$40 from the complainant's pocket at 210 West Thirtieth street; complainant, John Dietman, 205

West Twenty-ninth street; officers, McGovern and Tautphavens; dismissed by Magistrate Cornell.

September 22, 1898, 11 a. m.; grand larceny; Lora Lorrelaid; age 22; white; United States; dressmaker; 134 West Forty-third street; prisoner charged with taking \$70 from complainant's clothing at his residence September 5, 1898; complainant, Isadore Miro, 272 West Thirty-ninth street; officers, Colby and McGovern; discharged by Magistrate Cornell.

September 27, 1898, 7.15 p. m.; grand larceny; Lucy Russell; age 22; black; United States; 241 West Thirty-third street; prisoner charged with larceny of \$8 from complainant's pocket in hallway of 210 West Thirtieth street while there for purposes of prostitution; complainant, W. Abbott, 112 West Eleventh street; officer, Duane; held in \$2,000 by Magistrate Cornell.

September 28, 1898, 5.10 a. m.; grand larceny; Laura Moore; age 23; black; United States; 118 West Twenty-seventh street; prisoner charged by complainant with the larceny of \$65 from his pocket while in a hallway on Seventh avenue, between Thirty-sixth and Thirty-seventh streets, for immoral purposes; complainant, Daniel Fagan, 263 West Twenty-fourth street; officer, Cleary; held in \$1,000 by Magistrate Olmstead.

November 9, 1898, 8.20 p. m.; grand larceny; Mamie Moran; age 26; white; United States; domestic; 336 West Thirty-sixth street; prisoner charged with stealing \$10.50 from complainant's pants pocket at northwest corner of Thirtieth street and Seventh avenue; complainant, James J. McGowan, 100 West Sixty-first street; officer, Howe; held in \$1,000 by Magistrate Wentworth.

November 17, 1898, 9.35 p. m.; grand larceny; Jennie Rosenberg; age 23; white; Russia; dressmaker; 250 West Twenty-fifth street; prisoner charged with stealing \$9 from complainant's clothes while they were in a room 229 West Fortieth street for immoral purposes; complainant, James Keeling, 216 West Thirty-seventh street; officer, Tourney; discharged by Magistrate Wentworth.

December 28, 1898, 9.55 p. m.; grand larceny; Martha Cole; age 21; black; United States; 157 West Fifty-first street; prisoner charged by complainants with larceny of a gold watch and chain and lot of clothing from their apartments, valued at \$40; complainants, Joseph Gordon, Oliver Heights, 232 West Forty-first

street; officers, Brown and Cohen; held in \$500 by Magistrate Brann.

December 29, 1898, 5 a. m.; grand larceny; Kate O'Maley; age 22; white; United States; actress; 202 West Thirty-eighth street; prisoner charged by complainant with stealing his watch valued at \$500 while in her company at 232 West Thirty-eighth street; watch recovered; complainant, John G. Livingston, Islip, L. I.; officer, Thomas; Magistrate Brann.

January 14, 1899, 10.20 p. m.; grand larceny; Dora Washington; age 27; black; United States; 492 Seventh avenue; charged with stealing \$5 from complainant's pants pockets while having sexual intercourse with prisoner at 239 West Twenty-ninth street; complainant, Patrick Gibb, 401 West Thirtieth street; officers, Cohen, Burke and Devamay; discharged by Magistrate Kudlich.

January 26, 1899, 2.15 p. m.; grand larceny; Nellie Meyers; age 23; white; Canada; 319 West Thirty-first street; Nellie Connell; age 30; Ireland; 263 West Fortieth street; prisoners charged with larceny of a stud from complainant valued \$200 and \$21 in cash; complainant, Charles A. Blackburn; officers, Brown and Devamay; prisoner Connell discharged by Magistrate Kudlich; prisoner Meyers held in \$1,000 for trial; acquitted by grand jury.

September 12, 1898, 6.30 p. m.; grand larceny; Govern McVea, Solomon Weller; Russia; cigarmaker; both of 265 West Forty-first street; prisoners charged with unlawfully obtaining \$425 from complainant for the purpose of allowing her to run a house of prostitution at 228 West Fortieth street; complainant, Bertha Greenberg; officer, Colby; both discharged by Magistrate Cornell.

WOMAN ROBBERIES, TWENTY-SECOND PRECINCT, IN 1899 ONLY.

July 8, 1899, Emil Waitz, 131 West Fifty-third street; robbed of \$49 in hall, 200 West Fifty-third street; discharged.

June 16, 1899, Albert Maxwell, 510 West Forty-seventh street; robbed of \$13 in hall, Forty-seventh street, between Seventh and Eighth avenues.

April 21, 1899, John Smith, 265 West Forty-third street; robbed of \$1 on street.

March 16, 1899, Henry Edwards, 908 Sixth avenue; robbed of \$45 on street; \$1,000 for trial.

ENTRIES FROM TWENTIETH PRECINCT ROBBERY BOOK,
BUT NOT IN HEADQUARTERS BOOK.

January 3, 1898; Mrs. Newith, 270 West Thirty-ninth street; clothing; \$38.

January 5, 1898; Robert Begge, 306 West Thirty-ninth street; clothing; \$50.

January 8, 1898; Robert Begge, 520 West Thirty-eighth street; liquors and cigars; \$15.

January 10, 1898; Wm. Ryan, 229 West Thirty-ninth street; jewelry; \$20.

January 12, 1898; Geo. Harrison, 326 West Thirty-first street; jewelry; \$353.

January 12, 1898; Charles Taylor, 267 West Fortieth street; at 604 Eighth avenue; watch, etc.; \$30.

January 12, 1898; James McComb, 266 West Thirty-ninth street; lead, etc.; \$100.

January 14, 1898; M. Loos, 506 Tenth avenue, at 304 West Thirty-eighth street; two watches; \$69.

January 15, 1898; John Beasley, 340 West Thirty-eighth street; watch.

January 18, 1898; John Hebbe, 346 Ninth avenue, in room 253 West Thirty-sixth street; clothing, etc.; \$18.

January 21, 1898; Emos G. Russell, 266 West Thirty-ninth street; cash; \$16.

January 22, 1898; Georgeianne Dale, 218 West Thirtieth street; clothing; \$30.

January 24, 1898; Robert Burkhardt, 447 West Thirty-eighth street; clothing; \$20.

January 26, 1898; stable, 541 West Twenty-seventh street, on Thirty-second street; three blankets; \$35.

January 28, 1898; Terrence Duffy, 330 West Forty-second street; watch; \$50.

February 1, 1898; Wm. Weiss, 442 Seventh avenue; stamps; \$15.

February 1, 1898; Jno. P. Harris, 349 West Thirty-ninth street, Hotel Wallace; banjorine; \$40.

February 3, 1898; F. J. Dunne, Seventh avenue and Thirty-eighth street; check; \$200.

February 4, 1898; William Louis, 554 West Forty-first street; hams; \$20.

February 9, 1898; Samuel Bright, 265 West Fortieth street; jewelry; \$60.

February 11, 1898; C. M. Comparat, 206 West Thirty-second street; shoes; \$30.

February 12, 1898; John Anderson, of 2396 Third avenue, robbed by woman, 426 West Thirty-ninth street; silverware, etc.; \$38.

February 12, 1898; Park J. Mohan, at Mills Hotel, 273 West Thirty-eighth street; cash; \$205.

February 13, 1898; Albert Dunklemann, at Eighth avenue and Thirty-fifth street; overcoat and bank book.

February 13, 1898; Theodore Young, 406 Seventh avenue; at Thirty-eighth street near Eighth avenue; cash; \$43.55.

February 16, 1898; Albert N. Weir, 319 West Fifty-eighth street; 225 West Thirty-eighth street; watch.

February 16, 1898; Hosmer A. Smith, Ninth avenue and Thirtieth street; watch and chain.

February 16, 1898; John J. Hagan, 436 West Thirty-first street; cigars and rum; \$15.

February 17, 1898; Chas. D. Petrie, 336 West Thirtieth street; lead pipe, etc.

February 19, 1898; Haaren Bros., 459 Ninth avenue; cash \$15; clothing, etc.

February 21, 1898; Hop Lee, 206 West Thirty-sixth street; cash \$2.65; merchandise \$10.50.

February 22, 1898; Edward Wessell, 258 West Thirtieth street.

February 23, 1898; H. A. Esser, 537 West Fortieth street; tools; \$10.

February 23, 1898; Miss Halferty, 111 West Forty-fifth street; at 222 West Thirty-seventh street; jewelry; \$50.

February 24, 1898; Thos. C. Valentine, 252 West Thirty-sixth street; watch, etc.; \$75.

February 25, 1898; Hyman Kalisher, 227 West Thirty-sixth street; watch, \$70; cash, \$22; \$92.

February 27, 1898; Mrs. S. Collender, 248 West Thirty-eighth street; jewelry, etc.; \$89.

February 28, 1898; Mary Burns, 268 West Fortieth street; diamond earrings; \$250.

March 1, 1898; John Wickler, 400 Tenth avenue; tobacco; \$25.

March 4, 1898; Mr. Lowenstien, 494 Tenth avenue; stock; \$300.

March 5, 1898; Daniel McGovern, 401 West Twenty-ninth street; cigars; \$10.

March 5, 1898; Jas. Dunseith, 354 West Twenty-second street; watch.

March 5, 1898; John E. Rosen, 411 West Thirty-first street; at 211 West Twenty-eighth street; cash; \$30.

March 6, 1898; M. Gianatassia, 361 Ninth avenue; stock; \$30.

March 8, 1898; Wm. A. Palmer, 423 West Thirty-first street; jewelry; \$75.

March 11, 1898; Irene W. Werner, 577 Eighth avenue; jewelry; \$20.

March 12, 1898; Mary Kugan, 243 West Thirty-first street, at room 37; jewelry; \$30.

March 15, 1898; C. P. Rooney, 22 West Thirty-seventh street; watch.

March 16, 1898; John Euchberger, 412 West Thirty-sixth street; at 241 West Twenty-ninth street; watch.

March 19, 1898; C. Miller, 246 West Twenty-fourth street; cash; \$110.

March 21, 1898; Kauffman & Strauss, 608 West Fortieth street, at 317 West Thirty-seventh street; harness.

March 23, 1898; J. F. Cunningham, Elizabeth, N. J., 332 West Thirty-seventh street; watch and chain.

March 25, 1898; R. Baker, at house 246 West Twenty-fourth street, 273 West Thirty-eighth street; cash; \$100.

March 25, 1898; John Moss, at 376 Eighth avenue; watch; \$44.

March 28, 1898; Philip Blum, 644 Eighth avenue; cigars and liquors; \$35.

April 2, 1898; Carl Stefern, at 319 West Thirty-ninth street; cash; \$62.

April 8, 1898; Andrew Dargon, 503 West Thirty-seventh street; cash; \$60.

April 10, 1898; Lillie Anderson, 225 West Twenty-ninth street; clothing; \$20.

April 15, 1898; Peter Johnson, 215 West Twenty-eighth street; clothing, \$25.

April 16, 1898; Dennis O'Connor, 508 Tenth avenue; cash; \$3.

April 16, 1898; Louis Hand, 520 Tenth avenue; shoes; \$10.

April 18, 1898; Fred Bowman, 342 Ninth avenue; clothing, etc.; \$85; same, at Seventh avenue and Thirty-fifth street; cash; \$25.

April 18, 1898; Frank B. Sage, 415 East Fifty-first street; check; \$125.

April 21, 1898; Lizzie Currier and Frank Williams, 233 West Thirty-sixth street; diamonds.

April 24, 1898; Philip Cusack, 303 West Forty-first street; watch; \$50.

April 26, 1898; Mrs. Wm. McCloy, 347 West Thirty-fourth street; silverware; \$14.

April 30, 1898; Mr. McCourt, 369 Ninth avenue; liquors; \$8.

May 4, 1898; Jacob Bertstein, 572 Seventh avenue; shoes; \$40.

May 7, 1898; S. Saufer, 388 Eighth avenue; stock; \$23.

May 10, 1898; Henry Homendinger, 340 West Fifty-ninth street; jewelry; \$280.

May 13, 1898; Henry Fisher, 322 Ninth avenue, at 257 West Thirty-seventh street; jewelry; \$40.

May 13, 1898; E. H. Proudman, 262 West Thirty-seventh street; carpet; \$10.

May 14, 1898; Wm. R. Mason, 443 Eighth avenue; diamond; \$400.

May 14, 1898; Patrick Smith, Forty-second and Madison street, at 240 West Fortieth street or Broadway; cash; \$56; same, at 42 Forty-fifth street; pin; \$15; \$71.

May 16, 1898; Paul Schubner, 27 East Thirteenth street; Eighth and Thirty-seventh street, on Sixth avenue; cash and jewelry; \$66.

May 19, 1898; R. Peterone, 344 Eighth avenue; tools; \$17.

May 22, 1898; Charley Hind, 59 West Ninth street, 269 West Thirty-ninth street; laundry.

May 24, 1898; Eugene M. Gairy, 248 West Forty-first street; cash; \$70; 362 West Fifty-third street; watch.

May 28, 1898; John Hand, at 345 West Thirty-sixth street; cash; \$19.

May 30, 1898; Henry Entwistle, Buffalo, N. Y., 312 West Twenty-ninth street; clothing; \$60.

June 1, 1898; Wesley Evans, at 218 West Thirtieth street; cash; \$50.

June 6, 1898; N. G. Broadhurst, 371 West Twenty-eighth street; paint; \$22; 466 Lenox street; watch.

June 7, 1898; John Nulan, corner Thirty-second and Seventh avenue; cash; \$115.

June 8, 1898; Louis Lipsett, 478 West Thirty-fourth street; cash; \$10; stamps.

June 10, 1898; Albert G. Krause, 210 West Twentieth street; car on West Thirty-fourth street; gold watch; \$15; 120 West Forty-fourth street, at Garrick; cash; \$27.

June 10, 1898; Louisa E. Warren, 206 West Forty-second street; cape; Manhattan State Hospital, Island.

June 12, 1898; Edward Crone, foot West Thirty-fifth street; watch.

June 12, 1898; James Butler, 522 Ninth avenue; stock; cash; \$7.

June 13, 1898; Edward Bradley, 435 West Twenty-seventh street; jewelry.

June 14, 1898; E. J. Carey & Co., 384 Eighth avenue; 2 bicycles; Hawley, Pa., between Seventh and Eighth streets; cash \$20; notes \$400.

June 17, 1898; Michael Grellner, West Forty-first street, at 142 Worth street; watch.

June 17, 1898; C. T. Hoddard, Gilsey Hotel, at 214 West Thirty-second street with woman; cash; \$30.

June 19, 1898; Geo. Campbell, 257 West Thirty-ninth street; cash; \$300; 86 Madison avenue; diamond.

June 19, 1898; Wm. Charles, 273 West Thirty-eighth street; cash; \$160.

June 20, 1898; Shang Lee, 388 Eighth avenue; cash; \$60.

June 20, 1898; B. Henning, 252 West Thirty-eighth street; clothing; \$75; 50 Dominick street.

June 21, 1898; James Copping, Brighton Concert saloon; cash; \$50.

June 21, 1898; Xavier Ritter, 211 West Twenty-ninth street; cash, etc.; \$13.

June 21, 1898; Celestra James, 203 West Forty-first street; watch.

June 21, 1898; Arthur Thornton with woman, 210 West Thirtieth street (rear); cash; \$65.

June 24, 1898; A. W. Beck, 334 Ninth avenue; cash; \$35.

June 25, 1898; Max Orlean, 534 Eighth avenue; cigars 3; revolver.

June 28, 1898; Chas. Hughes, 552 West Thirty-ninth street; groceries, hallway, 300 West Fortieth street; \$3.50.

July 1, 1898; Thos. O'Connor, 222 East One Hundred and Third street; gold watch.

July 4, 1898; Saloon, 343 Tenth avenue; fixtures, etc., and cash; \$8.

July 6, 1898; Wm. Walt and R. Smith, 354 West Thirtieth street; watch.

July 7, 1898; C. H. Miller, 418 West Thirty-sixth street; clothing, \$50; cash, \$16; jewelry.

July 8, 1898; Joseph Meyers, 342 West Forty-second street; clothing.

July 8, 1898; U. S. S. "Vermont," between Ninth and Tenth avenues; cash; \$8.

Jerome Grey, West Thirty-ninth street; gold watch.

July 11, 1898; R. B. Hungerford, 347 West Thirty-fourth street; jewelry, etc.; \$60.

July 13, 1898; Armour & Co., 7 and 9 Manhattan market; hams; \$10, at 201 West Forty-first street.

July 15, 1898; Lizzie Richards, 261 West Thirty-seventh street; cash; \$48.

July 15, 1898; Josephine Russell, 243 West Thirty-seventh street; cash; \$30, from Eighth avenue and Thirty-first street.

July 15, 1898; Frederick Southerland, 126 West One Hundredth street; bicycle.

July 17, 1898; Chas. Ensel, at 477 Eighth avenue; bicycle.

July 17, 1898; Annie Richards, at Seventh avenue and Twenty-eighth street; cash; \$3.75.

July 17, 1898; Gotterlieb Schrieber, watch, \$50; at 212 West Thirty-seventh street, cash, \$4; \$54.

July 20, 1898; Eickle & Adams, 476 Eleventh avenue; tools; \$25.

July 20, 1898; P. McConville, 362 Seventh avenue; cash; \$80.

July 23, 1898; John Sinwall, 506 West Thirty-eighth street; 250 pounds lead; \$10.

July 28, 1898; Geo. L. Wagner, 451 Ninth avenue; cash; \$8; stock.

July 29, 1898; Chas. T. Lord, 482 Seventh avenue; cash, \$10; laundry.

July 31, 1898; Tom Lee, 269 West Thirty-ninth street; cash; \$5.

August 1, 1898; R. F. Lynn, 337 West Twenty-eighth street; bicycle.

August 1, 1898; Robert Redder, 419 West Thirty-third street; cash, \$7; diamond.

August 4, 1898; Annie Jarrett, 243 West Thirty-fifth street; diamond ring.

August 6, 1898; John Kerrigan, 537 West Thirty-second street; rings; \$15.

August 18, 1898; ———, 411 Ninth avenue; cigars; cash; \$15; at Seventh avenue and Thirty-third street.

August 25, 1898; James Soden, 219 West Thirty-second street; watch.

August 26, 1898; Taylor & Sons, 545 Tenth avenue; bicycle.

August 27, 1898; Mrs. Elwood, 444 Tenth avenue; 10 hams.

September 15, 1898; George Montgomery, 254 West Thirty-ninth street; bicycle.

September 19, 1898; Frazer & Co., 620 West Thirty-sixth street; clothes; 141 West Thirtieth street; cash; \$20.

September 27, 1898; Robert H. Diggs, on Thirty-fourth street, Seventh and Eighth avenues; watch; \$4.

September 28, 1898; A. Anderson with woman, at 249 Ninth avenue; 236 West Forty-first street; cash; \$50.

September 28, 1898; Mrs. McGoldrick, at Twenty-ninth street and Seventh avenue; jewelry; cash, \$8.

October 3, 1898; William Killian, 352 West Thirty-second street; clothing; silverware.

October 5, 1898; John Rossman, 246 West Thirty-second street; watch and chain; \$100.

October 6, 1898; Martin Segward, 558 Ninth avenue; cash and cigars; \$100.

October 6, 1898; Michael Fogarty, 311 West Twenty-eighth street; two rugs.

October 8, 1898; Nathan Bolis, 307 West Thirty-ninth street; brushes; \$30.

October 9, 1898; Alex. McElroy with woman, 143 West Thirty-fourth street; watch and cash.

October 11, 1898; Mrs. F. Compton, 231 West Thirty-first street; baby carriage.

October 14, 1898; O. F. Boyer, 466 Eighth avenue; cigars; \$3.

October 14, 1898; Mrs. A. Mulvaney, 503 West Thirty-third street; silver box.

October 14, 1898; David McGlynn, 281 Eighth avenue; horse and buggy.

October 14, 1898; Isaac Drew, 244 West Thirty-fourth street; watch and vases; \$10.

October 25, 1898; Miss Gibson (told officer), 336 West Twenty-ninth street; fixtures.

October 25, 1898; B. Katzenstour, 356 West Thirty-seventh street; horse and wagon; \$2,000.

October 25, 1898; Alex. S. McBride, Charleston, S. C., at 212 West Fortieth street; cash, \$200; diamonds.

October 26, 1898; T. F. Gerome, 303 West Twenty-ninth street; bicycles, etc.; \$50.

October 30, 1898; Chas. Berry, at 347 West Thirty-sixth street; bicycles.

November 1, 1898; Herman Burke, 243 West Forty-first street; liquors; cash.

November 9, 1898; D. S. C., foot of Thirtieth street; wooden shanty.

November 10, 1898; Herman Levy, 596 Ninth avenue; cash; \$1.50.

November 13, 1898; J. Bernstein, 583 Seventh avenue; clothing.

November 14, 1898; Michael Pope, 414 West Fortieth street; leather; \$1.50.

November 18, 1898; Dr. C. J. Drummond, Ninth avenue and Forty-second street; 358 West Forty-second street; scarfpin; \$150.

November 23, 1898; Henry Neidisch, 453 Tenth avenue; two turkeys; \$5.

November 24, 1898; Samuel Jacobs, 315 West Thirty-fifth street; clothing.

November 25, 1898; R. Gluberz, 566 Seventh avenue; tools; \$9.

November 29, John Desel, 444 West Forty-second street; liquors, etc.; \$4.

November 30, 1898; H. J. Rosenthal, 540 Ninth avenue; five dozen kid gloves; \$100.

November 30, 1898; Thos. B. Doyle, 253 West Thirty-ninth street; trunk.

December 4, 1898; Louis Petronelly, 462 Seventh avenue; razors, etc.; \$30.

December 4, 1898; C. J. Eisemann, 306 West Thirty-ninth street; liquors; \$20.

December 4, 1898; Jacob Bernstein, 596 Seventh avenue; clothing; \$20.

December 11, 1898; Henry Harper, 310 Tenth avenue; stock; \$12.

December 12, 1898; Kingan & Co., Manhattan market; stock; \$169.94.

December 12, 1898; E. C. Parker, 515-519 West Thirtieth street; sundries; \$7.

December 12, 1898; Edward Engle, 515-519 West Thirtieth street; tools; \$13.

December 15, 1898; W. L. Brann, 317 West Twenty-eighth street; watch.

December 18, 1898; Neus Bros., 570 West Thirty-fourth street; liquors.

December 19, A. Barnum, 315 West Twenty-eighth street; cash; \$205.

December 21, 1898; Chas. Grall, butcher, 551 West Forty-second street; cash, etc.; \$3.50.

December 22, 1898; Henry Waters, 618 Eighth avenue; cash \$15, stock \$8.25, \$23.25.

December 23, 1898; Chas. H. Fear, 326 West Fortieth street; stock; \$2.

December 24, 1898; Loyd Brown, 250 West Fortieth street; laundry; \$40.

December 25, 1898; Wm. J. Crouch; cash, etc.

December 25, 1898; Geo. M. Nagle, 335 West Twenty-eighth street; jewelry; \$400.

December 25, 1898; Vincent Bonsa, 214 West Thirty-sixth street; clothing; \$150.

December 30, 1898; E. Buckridge, at Twenty-eighth street and Seventh avenue; watch.

December 31, 1898; Chas. Herndon, 215 West Thirty-eighth street; clothing.

December 31, 1898; Sam See, 400 West Thirty-seventh; cash; \$4; at Thirty-second street and Ninth and Tenth avenues.

January 3, 1899; Owen Lennon, 604 West One Hundred and Thirty-third street; watch; \$10.

January 4, 1899; Samuel Kerbel, 331 Tenth avenue; stock; \$10.

January 5, 1899; Dr. B. S. Beach, 210 West Thirty-first street; clothing.

January 7, 1899; G. M. Shotwell, at 300 West Fortieth street; 31 West Sixty-first street; watch and chain, etc.

January 8, 1899; G. J. Zepp, 201 West Thirty-second street; cash; \$50.

January 8, 1899, Chas. Hines, 265 West Fortieth street; watch and chain.

January 8, 1899; C. D. Napier, Jr., at 257 West Thirty-ninth street; cash; \$30.

January 10, 1899; Henry Harburger, 309 Ninth avenue; 22 hams; \$5.

January 11, 1899; F. Lanson, 206 West Thirty-sixth street; sundries; \$9.

January 11, 1899; Jas. L. Brust, at 235 West Thirty-third street; 332 West Thirty-second; cash; \$78.

January 13, 1899; L. Schumacher, 547 Ninth avenue; hams; \$20.

January 15, 1899; Ferd Kern, 402 West Thirty-fifth; clothing.

January 15, 1899; Louis Bantz, 402 West Forty-first; clothing; \$75.

January 17, 1899; James Dunn, 305 West Fortieth; tools; \$35.

January 18, 1899; Chas. Ewing, 269 West Thirty-fourth; bicycles; \$50.

January 18, 1899; M. Weisberg, 367 Tenth avenue; gloves; \$7.

January 19, 1899; — — —, 216 West Thirty-sixth street; carpets, etc.

January 19, 1899; John M. Kelly, 198 First avenue, at 404 West Thirty-second street; tools; \$30.

January 19, 1899; James Davis, 300 West Fortieth; clothing; \$35.

January 20, 1899; George Page, 300 Seventh avenue; coffee; \$18.

January 20, 1899; Fred'k Theobald, 228 West Twenty-ninth street; jewelry; watch, etc.; \$40.

January 24, 1899; Wm. D. Morrell, 349 West Thirtieth street; clothing.

January 25, 1899; C. A. Bergman, Phila., Pa.; diamond; \$200; 265 West Fortieth street; cash; \$40.

January 26, 1899; Fred Broham, 440 West Twenty-eighth street; stock; \$12.

January 26, 1899; ———. 423 West Twenty-seventh street; lead, etc.

January 26, 1899; R. B. Boyd, Empire Hotel; watch; \$300.

January 30, 1899; Chas. Burke, 425 West Thirty-second street; lead pipe.

January 30, 1899; A. N. Jackson, 512 West Twenty-sixth street, at Twenty-eighth street and Tenth avenue; watch; \$150.

January 31, 1899; David Prowlers, 630 Eighth avenue; pipes; \$8.

February 1, 1899; John Wick, 605 Eighth avenue; paper, bank books, etc.

February 1, 1899; John McElduff, 356 Eighth avenue; barrel whiskey.

February 2, 1899; Rummel & Co., 548 Tenth avenue; cash; \$5.

February 6, 1899; Jas. T. Langdon, Glen Cove, L. I., at 358 Eighth avenue; watch.

February 7, 1899; Aaron Astradt, 359 Ninth avenue; jewelry; \$55.

February 8, 1899; Isadore Greenberg, from 369 West Twenty-eighth street; 284 West One Hundred and Twenty-seventh street; clothing; \$54.

February 8, 1899; Dock Department, West Thirty-fifth street; clothing; \$15.

February 14, 1899; Michael Kennedy, 316 West Forty-second street; cigars; cash; \$4.

February 18, 1899; Michael Kennedy, 316 West Forty-second street; cigars; cash, etc.

February 20, 1899; Jacob Schwartz, 460 West Forty-second street; cloth; \$25.

February 21, 1899; Hugh Owens, 400 Eleventh avenue; brass; \$20.

February 21, 1899; Sam Lee; 554 Seventh avenue.

February 21, 1899; J. Montner, 439 West Thirty-ninth street; hams, etc.

February 22, 1899; Martin Sutton, with woman at 243 West Thirty-seventh street; 198 East One Hundredth; stud; \$30; cash; \$5; \$35.

February 22, 1899; A. B. Wise, 268 West Thirty-ninth street; silverware; handkerchief, etc.; \$100.

February 22, 1899; V. Adams, 250 West Thirty-sixth street; clothing; \$100.

February 26, 1899; Kate Butler, 346 Eighth avenue; jewelry; \$500. (The above is in Headquarters book, loss, \$250.)

March 3, 1899; Patrick McGinnis, 603 West Thirty-seventh street; blanket.

March 6, 1899; Frank Cassino, 476 Tenth street; fruits; \$15.

March 10, 1899; George Hein, 573 Tenth street; clothing and cash.

March 13, 1899; Jos. De Greatno, 265 West Twenty-seventh street; tools; \$10.

March 21, 1899; Annie Corey, on Eighth Avenue car; 246 West Thirty-eighth street; fur boa; \$28.

March 22, 1899; A. W. Barber, 234 West Twenty-second street; with woman at 257 West Thirty-ninth street; cash; \$12.

March 29, 1899; Annie Albrecht, front of 226 West Forty-first street; 252 West Forty-first street; pocketbook; \$2.10.

March 30, 1899; J. W. Barker, 241 West Thirty-fourth street; overcoat.

March 30, 1899; John Dugan, in own hallway, 439 West Thirty-first street; cash; \$15.30.

March 31, 1899; Carl Nelson, at 228 West Thirty-seventh street; 147 East Thirty-ninth street; cash; \$15.

April 1, 1899; D. Hilderbrant, 488 Eighth avenue; cash, \$2; stock, \$15.80; \$17.80.

April 5, 1899; W. L. Bayles, 352 West Thirty-fifth street; watch.

April 7, 1899; Jos. Archibald, 349 West Thirty-second street; watch, etc.

April 7, 1899; H. Owens, 400 Eleventh avenue; lead pipe; \$35.

April 11, 1899; Robert Gray, 433 Ninth avenue; 12 bottles whiskey.

April 13, 1899; B. Gallagher, 530 West Thirtieth street; stock; \$10.

April 13, 1899; H. Harburger, 309 Ninth avenue; cash; \$28.70.

April 13, 1899; Ch. Doran, Astoria, L. I., two women, at 257 West Thirty-ninth street; cash, \$80; diamonds.

April 18, 1899; grocery store, 471 Ninth avenue; cash; \$2.

April 20, 1899; Wieland Bros., 212 West Thirtieth street; wine.

April 23, 1899; J. M. Cleary, 501 West Twenty-ninth street; cash, cigars, etc.; \$20.

April 24, 1899; John Maker, 413 Tenth avenue; cash; \$60.

April 24, 1899; Chas. Cleary, at 270 West Thirty-ninth street; bicycle.

April 25, 1899; Frank Kelling and George Scotly, 237 West Fortieth street; clothing, etc.; \$150.

April 27, 1899; Thomas Fox, 462 Seventh avenue; cash; \$3.

April 29, 1899; Mrs. Rue, 258 West Thirty-eighth street; clothing.

May 2, 1899; John Stevens, 316 West Thirty-sixth street; corset; \$55.

May 7, 1899; John McCauley, 313 Tenth avenue; liquors; \$15.

May 7, 1899; Leo Bohan, 548 Ninth avenue; cash, \$3; watch, \$18; \$21.

May 7, 1899; J. B. O'Connor, 332 and 337 West Twenty-eighth street; jewelry and cash.

May 7, 1899; Frank E. Allen, 320 West Twenty-eighth street; watch and cash; \$6.

May 14, 1899; J. W. Baker, 555 West Thirty-fourth street; tools.

May 14, 1899; J. J. Harlow, 281 Eleventh avenue; stock.

TWENTIETH PRECINCT—LIST OF ROBBERIES COPIED
FROM THE CITIZENS' COMPLAINT BOOK AND WHICH
DO NOT APPEAR IN THE CHIEF'S BOOK OR PRECINCT
ROBBERIES BOOK.

August 7, 1898; William Mann; by woman at 218 West Thirtieth street; cash; \$40.

August 7, 1898; Chas. Ide, Littletown, N. H.; unknown man; watch.

August 8, 1898; George Marston, 531 West Thirty-ninth street, residence entered by two men; clothing.

August 9, 1898; Maud Kempton, residence, 262 West Thirty-eighth street, entered; jewelry.

August 10, 1898; C. Peyer, 425 West Thirty-sixth street; entry made with lead pencil; cannot decipher.

August 11, 1898; Mrs. McEwan, 349 West Thirty-fourth street; robbed by two young men boarders; clothing.

August 11, 1898; Wm. Bird, unknown man entered 418 West Thirty-sixth street; clothing.

August 11, 1898; Mrs. A. McEwan, 349 Thirty-fourth street; from house, two rings, jewelry.

August 11, 1898; Mrs. Flossie Collins, 240 West Fourth street; clothing.

August 12, 1898; Jas. H. Scott, 319 West Thirty-sixth street; diamonds; from his house.

August 12, 1898; Jas. Brandon, from shop 390 Eleventh avenue; watch.

August 13, 1898; Wm. Hampton, from house 241 West Thirty-third street; \$12.

August 13, 1898; M. Kleinschmidt, between Twenty-third and Twenty-fourth streets or on Ninth avenue car; watch; \$10.

August 15, 1898; John Merkel; house entered, 271 West Thirty-eighth street.

August 15, 1898; John C. Saunders, 275 West Thirty-eighth street; with woman; cash; \$50.

August 15, 1898; Denis O'Shea, on stoop Twenty-eighth street near Tenth avenue; watch and chain.

August 18, 1898; Jas. Gansberg, roof of 328 West Fourth street; carpet; value, \$75.

August 20, 1898; Michael Ronan, Brooks House in Eighth avenue and Thirty-eighth street; cash.

August 20, 1898; Sarah Hogan, lodger at house 344 West Thirty-second street; clothing.

August 20, 1898; John Chisholm, 444 West Twenty-seventh street; with woman at ———; watch and chain, \$72.50.

August 20, 1898; A. Maher, 410 West Twenty-eighth street; carpet, etc., from house; \$30.

August 20, 1898; W. Hartley; with woman; house on Thirtieth street; cash; \$3.

August 21, 1898; Thomas W. Gregory; from house 628 Eighth avenue; clothing.

August 23, 1898; Mrs. Monroe; servant at 252 West Thirty-eighth street; cash; \$25.

August 23, 1898; Mrs. Washington; house 418 West Thirty-sixth street entered; clothing; \$30.

August 23, 1898; Chas. Han; bartender at 536 West Forty-first street; took watch, cash; \$25.

August 24, 1898; John P. Schmelz, 514 Eleventh avenue; cash; \$150.

August 26, 1898; Hess Bros., 500-504 West Thirty-fourth street; driver steals cash, \$4.88.

August 26, 1898; E. J. Hart, of Kokomo, Ind.; with woman at 221 West Fortieth street; cash, \$40.

August 26, 1898; Thomas Handling, 331 West Thirty-fourth street; camera; \$10.

August 27, 1898; Henry Wendt, 422 West Twentieth street; woman; West Thirty-second street; cash; \$30.

August 26, 1898; Miss Dart, 568 Seventh avenue; clothing; \$30.

August 26, 1898; J. R. Smith, Hotel Girard; with woman in saloon; cash, \$70; diamonds, \$300; \$370.

August 26, 1898; O. H. Armbruster, 519 West Thirty-eighth street; cash; \$10.

August 26, 1898; Edward F. King, at 227 West Twenty-seventh street; woman at 205 West Twenty-fifth street; cash; \$30.

August 28, 1898; L. Kaiser, 302 West Thirty-fourth street; watch and chain; cash; \$8.

August 29, 1898; E. J. May, boathouse foot West Thirty-fifth street; watch and chain; \$135.

August 29, 1898; Geo. Brown, Fishkill, N. Y.; at a hotel, Bowery and Fortieth street; watch, \$100; diamond, \$400; \$500.

August 30, 1898; J. J. Rodman, Ninth United States Cavalry; woman at 215 West Thirtieth street; cash; \$125.

August 30, 1898; M. Thomas, 334 West Forty-ninth street; with woman at 273 West Thirty-sixth street; cash; \$110.

August 30, 1898; Lena Harper, 403 Tenth avenue; clothing, silverware; \$150.

August 30, 1898; Ella Hoyts, 216 West Twenty-ninth street; clothing.

August 31, 1898; Tobias Iten, Jr., 1171 Summit avenue; woman, 327 West Thirty-ninth street; watch, etc., \$10; cash, \$8.65; \$18.65.

September 1, 1898; Wm. Donovan, 412 Fiftieth street; met woman at West Thirtieth street and Seventh and Eighth avenues; cash; \$18.50.

August 31, 1898; H. Schultz, 503 Ninth avenue; clothing; \$15.

September 2, 1898; Mrs. Morris, 233 West Twenty-eighth street; clothing.

September 6, 1898; A. Ryan, 217 West Twenty-seventh street; trunk.

September 6, 1898; Peter Dolan, Peekskill, N. Y.; women, 217 West Thirtieth street; cash; \$30.

September 7, 1898; I. Miro; with woman, 272 West Thirty-ninth street; cash; \$70.

September 7, 1898; Thomas D. Anderson, Second United States Volunteers; with woman, hotel; cash; \$38.

September 8, 1898; Geo. Cameron, Philadelphia, Pa., 243 West Thirty-sixth street; clothing.

September 9, 1898; Rev. Wm. Wylie, Philadelphia, Pa.; watch,

September 10, 1898; Peter Bruckendaff; with woman, his room, 339 West Thirty-sixth street; cash, \$60.

September 10, 1898; H. Freeman, at Thirty-sixth street near Ninth avenue; clothing.

September 10, 1898; Luke Blackburn, 592 Seventh avenue; clothing.

September 11, 1898; John Shaw, on Eighth avenue; bicycle.

September 12, 1898; E. H. Green, 416 West Thirty-sixth street; watch; \$25.

September 12, 1898; A. P. Huller, 447 Eleventh avenue; clothing; \$15.

September 12, 1898; Fred Koecher, Little Ferry, N. J.; tools; \$2.50.

September 13, 1898; Nellie Wilson; from roof 501 West Thirty-eighth street; laundry; W. L. Lewis.

September 14, 1898; J. A. Burdick, of Parskey, Va.; with woman of Haymarket, at 261 West Thirty-ninth street; cash; \$300.

September 14, 1898; H. Norman; servant girl takes from 336 West Thirty-second street handkerchief; \$7.

September 15, 1898; P. McCormack; woman at 462 Eighth avenue; watch, etc.; \$1.95.

September 15, 1898; Mrs. Schwartz, 252 West Forty-second street; clothing.

September 16, 1898; Jas. H. Ward, 247 West Thirty-eighth street; clothing.

September 17, 1898; Jas. Easton, Gerlach Hotel, at 243 West Thirty-second street; railroad pocketbook.

September 17, 1898; Mary Raminello; two watches; each \$4.

September 17, 1898; Mrs. Mulryan, roof 603 Eighth avenue; two rugs.

September 17, 1898; Emil Riother; Twenty-ninth street car; watch; \$5.

September 20, 1898; W. Martin; woman, at 240 West Fortieth street; checks, \$150; cash, \$10; \$160.

September 17, 1898; Geo. Koxshoe; woman, 415 West Twenty-seventh street; cash; \$25.

September 18, 1898; Mrs. Blum, 554 West Forty-second street; cash, \$14, and two pair of opera glasses.

September 18, 1898; Chas. Robertson, Third United States Cavalry; with woman, Eleventh street, Seventh and Eighth avenues; check, \$20; cash, \$45; \$75.

September 19, 1898; Hugh Grilrist, 241 West Thirty-sixth street; cash, \$20; watch, \$10; \$30.

September 19, 1898; Fred K. Jerome, 303 West Thirty-ninth street; bicycle.

September 18, 1898; John Scheulin, 208 East Fifty-ninth street; at Twenty-ninth street and Seventh avenue; cash; \$19.

September 21, 1898; Gordon Benzies, 229 West Thirty-eighth street; jewelry, etc.; \$60.

September 21, 1898; Michael Carroll, saloon, Twenty-eighth street and Tenth avenue; cloth.

September 21, 1898; Nellie Devine, 240 West Fortieth street; trunk; clothing; \$50.

September 21, 1898; F. Marquardt, 347 Ninth avenue; jewelry and cash; \$43.

September 21, 1898; Jas. Mackey, Karryaus Hotel, 316 West Forty-second street; watch; \$5.

September 21, 1898; Robert Lloyd, Seventh and Thirtieth streets, Philadelphia, Pa.; cash; \$6.

September 22, 1898; G. Mazzardo, 354 West Thirty-second street; no robbery.

September 23, 1898; B. Armstrong, 240 West Forty-sixth street; watch; \$10.

September 25, 1898; E. Sauvigne, 234 West Thirty-fifth street; jewelry, cash, watches.

September 25, 1898; Mrs. McClelland, 211 West Thirty-first street; horse and wagon; \$175.

September 26, 1898; Hugh Gattens, on Tenth avenue; watch, \$15; cash, \$3; \$18.

September 26, 1898; W. F. Hall, 451 West Thirty-sixth street; jewelry and diamonds.

September 26, 1898; E. F. Richie, 455 West Twenty-seventh street; silverware.

September 27, 1898; Thos. Kelly, 440 Tenth avenue; barrel; cart.

September 29, 1898; S. Strassburg, at 562 Seventh avenue; papers and cash.

September 29, 1898; Chas. E. Osgood, Boston, Mass., at Kenmore House; diamonds, \$300; check, \$18.50; \$318.50.

September 30, 1898; Mamie Price, 340 West Thirty-seventh street; rug; \$5.

September 30, 1898; Louisa Overton, 217 West Thirtieth street; clothing; \$25.

October 2, 1898; Alfred A. Barker, 224 West Thirty-eighth street; cash; \$600.

October 2, 1898; John Grew, 208 West Thirty-second street; on Seventh avenue; gold watch.

October 2, 1898; Eliza Eisler, 257 West Thirty-sixth street; greyhound dog; \$200.

October 3, 1898; Mary McGovern, 519 West Thirty-sixth street; cash; \$165.

October 5, 1898; John Gorman; with woman, 238 West Forty-first street; cash; \$10.

October 5, 1898; Robert Wyncoop, 340 West Forty-first street; overcoat; \$35.

October 5, 1898; Mrs. Hickey, 452 West Twenty-ninth street; clothing; revolver.

October 6, 1898; Mrs. Edward Johnson, yard of 254 West Thirty-fourth street; parrot.

October 6, 1898; J. Keating, roof of 469 West Thirty-second street; shirts and cases; \$5.

October 7, 1898; M. Hayndon, 510 West Thirty-sixth street; furniture.

October 7, 1898; Jas. J. Redden, at 321 West Thirty-fifth street; one bicycle; \$50.

October 10, 1898; Chas. Couch, Baltimore, Md., at 273 West Thirty-eighth street; cash; \$35.

October 8, 1898; Jas. E. Balch, 372 Eighth avenue; bicycle; \$30.

October 10, 1898; Wm. Greenleaf, from wagon in Thirty-second street; two packages.

October 10, 1898; Francis Hogan, 436 West Thirty-first street; cash; stock.

October 16, 1898; Esther Chapman, 310 West Fortieth street; clothing; \$20.

October 16, 1898; Jos. Montgomery; on Ninth avenue car; watch; \$50.

October 16, 1898; B. Parnell, 245 West Thirty-second street; bicycle.

October 18, 1898; Joshua Thomas, 262 West Forty-first street; clothing.

October 19, 1898; Benj. Franklin, 415 West Thirtieth street; jewelry and clothing; \$40.

October 20, 1898; Patrick Long, 509 West Thirty-eighth street; horse.

October 21, 1898; M. Hill, on West Thirty-third street; cash; \$19.50.

October 22, 1898; Mrs. Starr, 570 Seventh avenue; clothing; \$50.

October 22, 1898; J. C. Whiteman, Utica, N. Y.; watch; \$20.

October 23, 1898; Aug. Bock, 433 West Thirty-sixth street; watch, etc.; \$50.

October 24, 1898; Geo. Castle, 557 West Thirty-second street; clothes; \$30.

October 25, 1898; H. W. Ellis, at 460 Ninth avenue; papers and cash, \$5.

October 25, 1898; George St. Clair, 243 West Thirty-eighth street; diamond and cash; \$942.

October 25, 1898; Edw. Winter, 477 Ninth avenue; varnish; \$6.

October 26, 1898; Fred Nattling, 358 Tenth avenue; cash; \$372.

October 28, 1898; Mrs. Simonds, 267 West Fortieth street; clothing; \$10.

October 31, 1898; John Meehan, 313 West Thirty-sixth street; clothing; \$20.

November 3, 1898; W. D. Anderson, 211 West Thirty-eighth street; clothing.

November 4, 1898; Sydney Weston, Wilmington, Del.; a colored woman, Thirty-seventh street and Seventh avenue; cash; \$45.

November 4, 1898; F. Huschle, 140 West Thirty-third street; colored woman at 390 Seventh avenue; \$7.

November 5, 1898; J. Lavender, foot West Thirtieth street; cash; \$80.

November 6, 1898; M. B. McDonough, 518 West Thirty-ninth street; watch; \$31.

November 7, 1898; Sam. Bagitte, 387 Tenth avenue; shoes.

November 7, 1898; Abram Krat, 558 West Thirty-fifth street; cash; \$55.

November 8, 1898; J. O'Rourke, 332 West Twenty-eighth street; clothing.

November 9, 1898; R. A. Davidson, at 263 West Thirty-ninth street; cash; \$28.

November 9, 1898; John Kenney, 338 West Twenty-sixth street; clothing; \$30.

November 11, 1898; William S. Dempsey, 557 West Twenty-ninth street; watches.

November 11, 1898; A. Schindler, 36 Tenth avenue; clothing; \$25.

November 1, 1898; Joseph Britman, with woman, 438 West Thirty-eighth street; cash; \$100.

November 14, 1898; K. McDermond, Twenty-eighth street and Seventh and Eighth avenues; cash; \$15.50.

November 13, 1898; Mrs. Billings, 253 West Thirty-fourth street; cash; \$185.

November 14, 1898; H. F. Setzer, 228 Eleventh avenue; watch and chain; \$35.

November 14, 1898; M. Gillespie, 1172 Fifth avenue; watch and umbrella; \$17.

November 15, 1898; John Jackson, 269 West Thirty-fifth street; clothing; \$15.

November 16, 1898; Mr. Keyes, foot West Thirty-eighth street; watch, etc.

November 16, 1898; Wm. Robinson, with woman, 218 West Thirtieth street, 262 Tenth avenue; cash; \$20.

November 18, 1898; T. L. Gullens, 492 Seventh avenue; clothing.

November 19, 1898; Charles King, 260 West Thirty-ninth street; clothing.

November 19, 1898; E. L. Goodrich, 246 West Thirty-eighth street; cash, \$16; clothing; \$300.

November 19, 1898; L. Dougherty, saloon, 28 Tenth avenue; trunk.

November 21, 1898; P. J. Ryan; 216 West Thirty-first street; clothing.

November 22, 1898; Max Gomber, 301 Tenth avenue; beef; \$35.

November 22, 1898; E. Gallagher, 214 West Thirty-fourth street; clothing.

November 24, 1898; Samuel Jacobs, 315 West Thirty-fifth street; clothing.

November 24, 1898; John Wright, 425 West Thirty-first street; lead pipe.

November 25, 1898; Tony Micasis, 452 Seventh avenue; tools; \$20.

November 29, 1898; John Jones, three women at Seventh avenue and Thirtieth street; watch.

December 2, 1898; Otto Lehming, 433 Eighth avenue; clothing; \$35.

December 2, 1898; Otto Lehming, 433 Eighth avenue; clothing; \$35.

December 2, 1898; Arthur Taylor, 225 West Thirty-sixth street; watch and diamonds.

December 14, 1898; G. J. Stewart, Naswa, N. H., with woman, 245 West Thirty-third street; cash; \$80.

December 16, 1898; Mrs. McClellan, 354 West Twenty-eighth street; clothing.

December 16, 1898; John Larkin, at Twenty-eighth street and Eleventh avenue; blanket.

December 19, 1898; M. Mulqueen, 447 West Twenty-eighth street; clothing; \$50.

December 23, 1898; Patrick Blute, at Forty-first street and Ninth avenue; cash; \$67.

January 26, 1899; Stephen Magsett, 456 West Thirty-fourth street; clothing, etc.

January 28, 1899; Lulu Parker, 340 West Thirty-seventh street; clothing, etc.

January 28, 1899; Maria Cook, 408 West Thirty-sixth street; clothing, etc.

February 6, 1899; Henry Keiser, 471 Eleventh avenue; liquors, etc.

February 6, 1899; F. J. Loran, 424 Eighth avenue; clothing.

February 8, 1899; C. Connell, 265 West Thirty-second street; cigars; \$60.

February 10, 1899; W. H. Carter, 37 Seventh avenue; pool balls.

February 11, 1899; Mary Lord, 410 West Thirty-sixth street; clock, cash, etc.

February 11, 1899; Edw. Scott, 418 West Thirty-sixth street; clothing; \$50.

February 13, 1899; C. Sholle, at Fortieth street and Ninth avenue, 453 West Thirty-seventh street; watch, etc.; \$20.

February 15, 1899; E. Heath, 408 West Thirty-ninth street; clothing; \$20.

February 16, 1899; J. Fields, 226 West Thirtieth street; clothing; \$25.

February 16, 1899; F. Webber, at 208 West Thirtieth street, 376 Tenth avenue; cash; \$100.

February 17, 1899; Louis J. Peters, at 202 West Thirty-eighth street; cash; \$10.

February 21, 1899; Mrs. Burnett, 337 West Twenty-eighth street; jewelry.

February 23, 1899; Vic Adams, 250 West Thirty-sixth street; clothing.

February 24, 1899; F. C. Smith, saloon, Ninth avenue and Thirty-fourth street; watch, chain and jewelry.

February 27, 1899; Annie McCabe, 399 Ninth avenue; clothing; \$100.

February 28, 1899; Julia Mercer, 322 West Thirty-seventh street; clothing.

March 2, 1899; Mary Oliver, 355 West Thirty-seventh street; bedclothes.

March 2, 1899; Chas. Linge, 557 West Twenty-ninth street; clothing.

February 24, 1899; Edw. Schille, woman at 207 West Fortieth street; diamond and cash; \$50.

February 24, 1899; Geo. Smith, 207 West Fortieth street; saloon; cash; \$30.

March 4, 1899; 313 West Thirty-ninth street; whiskies; \$32.

March 6, 1899; Mary Andrews, 342 West Thirty-seventh street; clothes.

March 8, 1899; Benj. Duant, at 259 West Thirty-ninth street; watch and cash; \$20.

March 8, 1899; J. M. Baker, Ridgefield, N. J.; with woman, 276 West Thirty-eighth street; watch, \$200; stud, \$75; ring, \$300; \$575.

March 16, 1899; O. Del Sands, 252 West Thirty-eighth street; five diamond rings.

March 18, 1899; John M. Hain, 287 Eleventh avenue; tools; \$12.

March 19, 1899; John Nolan, at Thirty-second street, Ninth and Tenth avenues, 549 West Twenty-ninth street; watch.

March 22, 1899; Henry Heath, 332 West Thirty-seventh street; clothing.

March 23, 1899; E. Matterlee, 301 West Thirty-ninth street; clothing.

March 23, 1899; A. Corzaine, at Seventh avenue and Thirty-third street; pin; \$15.

March 25, 1899; M. Newman, 347 West Thirty-seventh street; clothing.

March 26, 1899; R. Freech, Demorest, N. J.; at 259 West Thirty-ninth street; watch.

March 26, 1899; John Cox, 261 West Nineteenth street, at northwest corner Thirtieth street and Seventh avenue; overcoat.

March 28, 1899; L. Hamberg, 360 Tenth avenue; overcoat; \$40.

March 28, 1899; B. Ryan, 341 West Thirty-fourth street, watch; \$35.

March 28, 1899; H. Kindmark, 428 Eighth avenue; tools.

March 28, 1899; P. J. O'Neil, Second Ohio Infantry, at Thirty-seventh street and Broadway; cash; \$36.

March 29, 1899; C. Bodenwug, 246 West Thirty-eighth street; bicycle.

March 31, 1899; H. V. Mead, vacant house, 308 West Thirty-fifth street; lead pipe; \$20.

April 3, 1899; Chas. Seaman, 414 West Thirty-ninth street; tools, etc.; \$18.

April 5, 1899; F. E. Bartenstein, at 245 West Thirty-fifth street, front; woman; brass door plates.

April 5, 1899; Alfred Taylor, 225 West Thirtieth street; cash; \$52.

April 5, 1899; George Wilson, Newburgh, N. Y.; woman; Fortieth street near Eighth avenue; cash; \$50.

April 5, 1899; M. Coleman, at 446 West Twenty-eighth street; cash; \$60.

April 8, 1899; Childs, 310 West Forty-second street; glasses and case; \$10.

April 10, 1899; Jos. Hedley, hotel, 439 West Thirty-fifth street; watch; \$3.50.

April 12, 1899; M. Morrow, 243 West Thirty-second street; watch.

April 13, 1899; Thos. Monohan, 71 East One Hundred and Thirtieth street; coat, vest and shoes.

April 13, 1899; Lottie Lewis, 550 West Thirty-ninth street; watch.

April 13, 1899; Owen Dunn, woman at 217 West Twenty-ninth street; cash; \$10.

April 14, 1899; Jac. Johnson, Twenty-ninth street between Seventh and Eighth avenues; cash and check.

April 19, 1899; Edw. Kennedy, 206 West Thirty-fourth street; tools; \$10.

April 19, 1899; J. Peardanire, 237 West Twenty-ninth street; clothing, etc.; \$45.

April 22, 1899; R. Wiehl, 403 West Twenty-seventh street; clothing, etc.

April 23 1899; Jas. Alexander, Forty-first street and Eighth avenue; cash, \$280; watch, \$15; \$295.

April 24, 1899; Park Reynolds, Eighth avenue and Fortieth street; cash; \$25.

April 24, 1899; Miss H. K. Graham, store, Thirtieth street and Eleventh avenue; lamps; ventilators.

April 25, 1899; D. E. Mason, 322 West Fortieth street; woman; laces, etc.; \$25.

April 25, 1899; Robert Hillock, woman, 259 West Thirty-ninth street; cash; \$8.

May 1, 1899; C. Warrengton, 355 West Thirty-seventh street; watch and rings.

May 1, 1899; William Miller, 359 Eighth avenue; jewelry; \$35.

May 2, 1899; John Ryster, 335 West Thirty-first street; jewelry; \$12.

May 5, 1899; Mrs. Vosburg, 228 West Thirty-ninth street; clothing.

May 10, 1899; J. S. Kennedy, 264 West Thirty-eighth street; watch and chain; \$100.

TRANSCRIPT FROM FELONY BOOK OF THE TWELFTH PRECINCT OF CASES OF GRAND LARCENY BY PROSTITUTES.

June 14, 1898, 1.30 a. m.; Jennie Eicter, age 18; 616 Water street; arrested on a warrant charged with stealing \$200 from complainant on the 5th instant; complainant, Davis Raphael, 45 Forsyth street; officers, Carroll and C. Young; held in \$1,000 to answer by Magistrate Cornell; dismissed by grand jury, June 20, 1898.

July 9, 1898, 6.20 p. m.; grand larceny; Grace Martin, age 21; 204 East Sixth street; arrested charged by complainant, who is deaf and dumb, with enticing him into hallway of 21 Bowery and stealing \$5 from his vest pocket; complainant, William E. Cookley, Zabriskie street; officer, J. Young; held in \$300 to answer by Magistrate Olmstead; dismissed by grand jury.

July 16, 1898, 6.30 p. m.; ——— Maltby, young man, age 37; 207 Eldridge street; arrested charged by complainant with stealing \$5 from his right hand trousers pocket in rear room of saloon, 68 Rivington street; complainant, Ernest Wilder, 355 South Fourth street, Brooklyn; officer, Popp; discharged by Magistrate Crane.

October 8, 1898, 1.10 p. m.; grand larceny; Kate Smith, age 18; 102 Tenth street; arrested charged by complainant with stealing \$60 from him; complainant, Daniel J. Holland, 119 Bowery; officer, Casey; held in \$1,000 to answer by Magistrate Meade; dismissed by grand jury, October 18, 1898.

November 2, 1898, 8.50 p. m.; grand larceny; Mabel Sinclair, age 37; 12 Third avenue; arrested charged by complainant with stealing a diamond ring valued at \$40, while he was talking to prisoner at the corner of Canal street and Bowery; ring found in prisoner's possession; complainant, Emil Lafere, 98 Boerum street, Brooklyn; officer, Roosa; held in \$500 to answer by Magistrate Flammer.

November 24, 1898; grand larceny; Lillie Clark, age 20; 73 Delancy street; arrested charged by complainant with taking \$65 from his pants pocket, while in her room at 73 Delancy street; complainant, Richard Bloom, 201 North street, Boston; officer, Young Carroll; discharged by Magistrate Deuel, November 24.

November 25, 1898, 2 a. m.; Carrie Trumany, age 34; 134 Chrystie street; arrested charged by complainant with stealing \$8 from him, while in furnished room at No. 135 Allen street; complainant, James J. Quinn, Naugatuck, Conn.; officer, Nilon; held in \$500 to answer by Magistrate Deuel.

December 23, 1898; Lena Hahn and Kate Strobel, arrested charged by complainant with stealing \$32 cash and diamond pin, valued at \$55, and diamond ring, valued at \$25, while she was visiting in their room at 130 Allen street; complainant, Tillie Myers, 320 Metropolitan avenue, Brooklyn; officer, Hall; held in

\$1,000 each to answer by Magistrate Simms; both discharged, January 18, 1899, by Judge Newberger.

May 17, 1899, 2.40 p. m.; Sadie Felman, age 28; 126 Chrystie street; arrested charged with stealing \$5 from complainant's pants pocket, while in prisoner's room; complainant, Patrick Leonard, 348 East Fifty-sixth street; officer, Madigan; discharged by Magistrate Kudlich, May 17, 1899.

June 24, 1899, 3.45 p. m.; Ida Katz, age 25; 137 Bowery; arrested charged by complainant with stealing \$7 from his pocket, while in hotel, at No. 137 Bowery; not recovered; complainant, Joseph Dunn, 172 East Seventy-second street; officer, Brown; held in \$300 to answer by Magistrate Deuel.

January 9, 1898, 2.30 a. m.; grand larceny; Emma Smith, age 22; 34 East Thirty-fourth street; arrested charged by complainant with stealing his watch, valued at \$25, in lodging-house, No. 111 Bowery; watch found on prisoner; complainant, Charles Shaser; officer, McAuliff; held in \$1,000 to answer by Magistrate Wentworth; sentence suspended, January 9, 1898, by Judge Goff, Court of General Sessions.

January 13, 1898, p. m.; grand larceny; Lena Cohen, 175 Allen street; arrested on warrant issued by Magistrate Deuel, Third District Court, September 1, 1896, charging her with stealing complainant's gold watch and chain, valued at \$75; complainant, Ike Cohen, 175 Allen street; officer, Cohen; held in \$500 to answer by Magistrate Wentworth.

February 23, 1899, 11.55 p. m.; grand larceny; Frankie Smith, age 22; no home; arrested charged with stealing \$160 from complainant's right hip pocket, in a hotel at First, Second or Third streets and Bowery, on the 24th instant, between 4 a. m. and 5 a. m.; not recovered; complainant, Hanery Bauer, 214 East Forty-eighth street; officers, Burser and Nell; discharged by Magistrate Meade.

April 1, 1898; grand larceny; Louisa Wards, age 35; 6 Delancy street; arrested charged by complainant with stealing \$154 from him in room at No. 112 Bowery, some time during the night of March 29, 1898; complainant, William W. Sprague, Poughkeepsie, N. Y.; officer, Charles Young; discharged by Magistrate Kudlich.

There appear upon the citizens' complaint books of the Twentieth precinct from August 7, 1898, to July 22, 1899, reports of

robberies amounting to \$17,821.53. And to the best of my knowledge and belief they do not appear on the felony books of the precinct. The following items appear in the felony book:

Larceny entries, amounting to.....	\$14,010 95
Burglary entries, amounting to.....	764 86
Robbery entries, amounting to.....	440 00
Total	<u>\$15,215 81</u>

GEORGE HAMMOND, JR.,
Per WARD.

Mr. Moss—It is interesting also to notice the large number of attempts at suicide by women in some of these precincts where we have found the peculiar social conditions that have been intimated. In the Twentieth precinct, from January 1, 1898, to July 4, 1899, there are fifteen cases of attempted suicide by women. Some of these cases appear to have been in houses that are reputed to be disorderly houses. I hand that list of fifteen to the stenographer, to be inserted in the record. The following is the list:

TWENTIETH PRECINCT, ATTEMPTED SUICIDE.

February 26, 1898, Lena Blandermann, 428 West Thirty-sixth street. March 28, 1898, Gertie Moore, 38 West Twenty-fourth street. April 22, 1898, Reese Laqui, 252 West Thirty-sixth street. June 13, 1898, Mary Marshall, 347 West Thirty-ninth street. June 21, 1898, Theresa Bianco, 234 West Thirty-second street. June 24, 1898, Maggie Quarles, 217 West Twenty-eighth street. July 11, 1898, Mathilda Lunati, 204 West Thirty-eighth street. July 29, 1898, Lulu Mackins, 227 West Thirtieth street. August 17, 1898, Kittie McCollough, 107 West Thirty-third street. August 30, 1898, Lizzie Evins, 213 West Thirty-first street. November 20, 1898, Bertha Wilson, 538 West Thirty-seventh street. January 24, 1899, Kate Gilroy, 258 West Thirty-seventh street. April 27, 1899, Kate McDonald 239 West Twenty-seventh street. July 1, 1899, Marion Edwards, 269 West Thirty-sixth street. July 4, 1899, Stella Dalton, 325 West Thirty-fifth street.

TRANSCRIPT FROM FELONY BOOK OF THE TWELFTH
PRECINCT IN CASES OF ATTEMPTED SUICIDE OF
FEMALES.

January 2, 1898; Elizabeth Henn, age 27, 1831 Third avenue, charged by Arthur J. Brown, 105 Eldridge street, with attempting suicide by taking an overdose of morphine; discharged by Wentworth.

May 14, 1898; Mamie Barousky, age 26, 165 Orchard street, charged by Officer Martin Casey with attempting suicide at her residence by taking ammonia; sent to insane asylum by Judge Stover on May 28, 1898.

July 3, 1898; Mamie Stockman, age 21, 131 Allen street, charged by Officer Wilbur Taylor with attempting suicide at residence by drinking carbolic acid; discharged July 6th, Olmstead.

September 25, 1898; Annie Allen, age 34, 12 Allen street, charged by Officer William H. Kinsler with swallowing a quantity of blue vitriol at 129 Chrystie street; discharged by Magistrate Brann.

October 2, 1898; Kate Phillips, age 23, 161 Bowery, charged by Officer James J. Black with attempting suicide by drinking a quantity of laudanum; discharged by Magistrate Meade.

December 29, 1898; Kate McGill, age 38, 109 Chrystie street, charged with attempting suicide at her residence by carbolic acid; discharged by Magistrate Pool.

January 1, 1899; Sarah Nagel, age 58, 143 Chrystie street, charged with attempt at suicide at her residence by taking benzine; discharged by Crane.

January 24, 1899; Margaret Ward, age 44, 273 Broome street, attempted to commit suicide by taking carbolic acid at her home; sent to Gouverneur Hospital; died at hospital, January 24, 1899.

February 18, 1899; Annie Shapiro, age 20, 122 Forsyth street, charged with attempting suicide intentionally by taking carbolic acid at her residence; discharged by Magistrate Wentworth.

February 20, 1899; Sophie Levy, age 19, 147 Chrystie street, charged with attempt at suicide at residence by taking carbolic acid; discharged by Wentworth.

Mr. Moss—On the books of the Twelfth precinct I find there are

ten in the same period. The case of that young lady who testified is found in another precinct.

The Chairman—At McGurk's?

Mr. Moss—At McGurk's; yes, sir; Emma Hartig. There were three attempts at suicide in the neighborhood of that place. I will also offer as an exhibit a further list of larcenies and burglaries in the Twentieth precinct, in addition to the one which showed robberies by women. There were several hundred cases in the period. The following is a copy of the list:

TWENTIETH PRECINCT — LIST OF GRAND LARCENY CASES TAKEN FROM CITIZENS' COMPLAINT BOOK, FROM AUGUST 7, 1898, TO JUNE 18, 1899, AND WHICH DO NOT APPEAR IN FELONY BOOK OR ROBBERY BOOK.

August 7, 1898; 1 a. m.; Charles Ide, of Littleton, N. H., reports that his watch was stolen from him by unknown man while he was intoxicated; he does not know what part of the precinct he was in at the time of the robbery; recovered gold-filled watch; value \$15; detectives, Colby and McGovern.

October 25, 1898; 4.10 a. m.; Alexander S. McBride, of 30 Amherst street, Charleston, S. C., reports that at about 2 this morning he was robbed of \$200 and 1½ carat diamond stud at 212 West Fortieth street, by some unknown person; no such robbery; Detective Bernard McGovern on case.

December 14, 1898; George J. Stewart, of Nashua, N. H., reports that this morning between 1 and 6 o'clock, an unknown colored woman picked him up while intoxicated, he don't know where, and took him to No. 245 West Thirty-third street, rear, second floor, and while there he lost \$80 in cash; Patrolmen Sims and Thomas on case.

August 7, 1898; William Mann, 260 West Twenty-first street, reports that he met a colored woman, who took him to room at about 218 West Thirtieth street and stole \$40 from him; officer, James J. McVea.

August 15, 1898 (Ellis flats); John C. Saunders, hotel, corner West and Desbrosses streets, reports that at 11 this evening he met a strange woman at Thirty-ninth street and Broadway, who took him to her apartments, two flights up, in premises No. 275

West Thirty-eighth street, where they remained about fifteen minutes; the woman then left said room, and immediately after Mr. Saunders discovered that the sum of \$50 had been stolen from his trousers pocket; officer, J. W. Mahoney.

August 20, 1898; John Chisholm, of 444 Jefferson avenue, Brooklyn, reports that at or about 3 p. m. a colored woman met him at Twenty-seventh street and Tenth avenue and invited him to her apartments on first floor of 447 Twenty-seventh street, and while there his gold watch and gold chain, Waltham make, were taken from his vest pocket, valued at \$72.50, No. 477,063, case No. 28,921, 14 carat; detective, Bernard McGovern.

August 20, 1898; William Hartney, 531 West Thirtieth street, reports that he met an unknown colored woman at Seventh avenue and Thirtieth street, this night, and accompanied her to a house on Thirtieth street, between Seventh and Eighth avenues; there he met two other colored women; he went to bed with one; when he left the house he missed \$3; James J. McVea on the case.

August 26, 1898; E. J. Hart, Kokonia, Indiana, reports at about this 2 a. m. some unknown persons stole from his person the sum of \$40; has suspicion of a strange woman that he met at Broadway and Fortieth street, who took him to her room, third floor of premises No. 221 West Fortieth street; J. W. Mahoney.

August 27, 1898; 1.30 a. m. Henry Wendt, 422 West Twentieth street, reports that an unknown colored woman solicited him on West Thirty-second street and then stole \$30 from his pants pocket.

August 26, 1898; J. R. Smith, Hotel Girard, Forty-fourth street and Broadway, reports that at or about 8 p. m., August 25, 1898, he met two strange women at Forty-fourth street and Seventh avenue, and invited them to Dennett's Hotel, at northwest corner Forty-first street and Seventh avenue, where they remained about half an hour; he left said hotel about 9 p. m. in company with said women and visited a saloon at the northwest corner of Forty-second street and Eighth avenue, and had several drinks together; he does not recollect anything further, but was informed by a friend that he arrived at the Hotel Girard about 1 a. m.; the following morning he discovered the loss of the following articles: A diamond stud, $2\frac{1}{8}$ carats, valued at \$150; a diamond cluster

ring, old English style setting, valued at \$150, and \$70 in bills; Israel Rosenberg and Paul P. Gallagher; Detectives William Calby and Bernard McGovern on case.

August 28, 1898; L. Kaiser, 302 West Thirty-fourth street, reports that at about 1 this morning he met a strange woman at Thirty-fourth street and Eighth avenue, and took her to his room at the above address, and went to bed; when he awoke, at 9 this morning, discovered that the woman had disappeared; also his watch and chain and \$8 in cash had been stolen; watch is described as follows: gold open face, Elgin make, has no number as yet; gold chain with long links; J. W. Mahoney.

August 30, 1898; 9.30 a. m.; Jeese I. Redman, colored private, Ninth United States Cavalry, reports that he was robbed of the sum of \$125 by a colored woman that he met on the street, who invited him to her apartments, first floor, rear building, 218 West Thirtieth street; Louise Matthews, Montauk Point, L. I.; arrest made; McGovern and McVea.

August 30, 1898; Maurice Thomas, 334 West Forty-ninth street, reports that about 8 p.m., August 29th, he met an unknown woman at Fortieth street and Seventh avenue; she invited him to her apartments, third floor, rear, 273 and 275 West Thirty-eighth street; they remained there about half an hour; he then left her home and did not discover the loss of \$110 in bills which was abstracted from his vest pocket until the morning of August 30, 1898; arrested Tony Krapanka, of 273 West Twenty-eighth street; discharged by Magistrate Poole; Bird McGovern and William Colby.

August 31, 1898; Tobias Iten, of 1171 Summit avenue, Jersey City Heights, reports that at or about 3.30 a. m. he met an unknown colored woman, who invited him to her apartments, 327 West Thirty-ninth street, and remained there a short while; immediately after leaving her apartments he discovered that he had been robbed of a Swiss silver watch and chain, valued at \$10, and \$8.65 in money; Colby and McGovern.

September 1, 1898; William Donovan, of 412 West Fiftieth street, reports that he met an unknown colored woman in West Thirtieth street, between Seventh and Eighth avenues; she invited him to her apartments, where he remained about half an hour; after leaving her apartments he discovered the loss of

\$18.50 in bills; money recovered; arrest made; Detectives McGovern and Colby.

September 6, 1898; Peter Dolan, of No. 152 Washington street, Peekskill, New York, reported that at or about 5 p. m. he met an unknown colored woman on Thirtieth street, between Seventh and Eighth avenues, who invited him to her apartments, No. 217 West Thirtieth street, and remained there about fifteen minutes; after leaving her apartments he discovered that \$30 in bills had been abstracted from his trousers pocket; McVea and Trojan.

September 7, 1898; Isidore Miro, of No. 272 West Thirty-ninth street, reports that he and a friend of his, Francisco Negra, took two women to their apartments, and one stole \$70 from clothes of said Negra on Monday, September 5th; Laura Lorillard arrested and held in \$1,500 bail for above robbery, September 22, 1898; Detective B. McGovern.

September 7, 1898; Thomas D. Anderson, Second United States Volunteer Engineers, Camp Wyckoff, Montauk, reports that he met a woman on Broadway and went to a hotel with her, and when he woke up he found that \$38 was missing; arrest made; Detective B. McGovern.

September 10, 1898; Peter Bickenhoff, of No. 339 West Thirty-sixth street, reports that at about 12 last night he met two colored women at Seventh avenue and Thirty-sixth street and took them to his room on the second floor of above address; one of the women went out after beer, and came back in a few minutes, laid the beer on the table and disappeared; Mr. Bickenhoff then discovered that \$60 had been stolen from a mantel shelf; he therefore charges the said woman with the larceny of same; J. W. Mahoney.

September 15, 1898; Peter McCormack, of 2532 Seventh avenue, reports that this morning while in company with an unknown woman for an immoral purpose at No. 462 Eighth avenue his undercoat and a watch, valued at \$1.95, was stolen from him; Detective William Colby on case; recovered, September 17, 1898.

James Eason, of the Gerlach, Thirty-seventh street, between Sixth avenue and Broadway, reports that last night a girl whom he had picked up on Seventh avenue and who took him to 243 West Thirty-second street for the purpose of prostitution, and

while there she stole his pocketbook, containing a railroad ticket from Buffalo to Dallas, Texas; Detective B. McGovern.

September 20, 1898, 5 p. m.; William Martins, of Marlborough Hotel, reports that he went with a woman to No. 240 West Fortieth street, third floor rear, for immoral purposes, and while there was robbed of check for \$90 and one for \$60 and \$10 in cash; "Teddy Miller" arrested September 27, 1898, for the above robbery; arrest made; Detective B. McGovern.

September 17, 1898; George Konahect, of 415 West Twenty-seventh street, reports that he was robbed of \$26 by a young woman that went home with him; James McVea.

September 18, 1898, 5 p. m.; Charles Robinson, Third United States cavalry, Montauk, L. I., reports that he went with a colored woman to a house in Forty-first street, between Seventh and Eighth avenues, for immoral purposes, and while there was robbed by said woman of a check made payable to C. Robinson on United States Treasury for \$30 and \$45 in cash; arrest made; Detective B. McGovern.

September 18, 1898; John Scheulium, of 208 East Fifty-ninth street, reports that between 2 and 3 this morning he met an unknown woman on West Twenty-ninth street near Seventh avenue, who took him to her apartments at No. 217 West Twenty-ninth street, where he fell asleep; upon awakening he discovered that \$19 in bills had been abstracted from his trouser's pocket; James Devaney.

September 21, 1898, 2.40 a. m.; Richard Loynd, of Philadelphia (stopping at Mills House, Bleecker and Thompson streets), reports that this morning he picked up a colored woman for an immoral purpose on Seventh avenue and Thirtieth street; she took him to a house on Seventh avenue, near Thirtieth street, and stole \$6 from him while with her; Patrolman J. J. McVea.

September 28, 1898, 4 p. m.; August Anderson, of No. 238 East Fifty-sixth street, reports that he went to No. 236 West Forty-first street with a colored woman for immoral purposes and while there was robbed of \$50 in cash; Detective Bernard McGovern.

October 5, 1898, 1 p. m.; John Gonnar, of 1085 First avenue, reports that he went with a colored woman to 236 West Forty-first street for immoral purposes, and while there she stole \$10

from his trousers pockets; (ground floor; rear building, front room); arrest made; Detective B. McGovern.

October 13, 1898, 2 a. m.; Felix Conrad, of Smith Terrace, Stapleton, S. I., reports that he was solicited by a colored woman on Seventh avenue and Thirty-sixth street and he went with her to a hallway, where she robbed him of \$8 by abstracting it from his pocket; arrest made; Detective B. McGovern.

October 21, 1898; Macklinzy Hill, of 460 Adelphi street, Brooklyn, reports that a colored woman named Angie Brown robbed him of \$19.50 in West Thirty-third street, between Seventh and Eighth avenues, about 1 a. m. October 21, 1898; Officer George K. Trojan.

November 4, 1898; Sydney Weston, of Wilmington, stopping at Trainor's Hotel, Sixth avenue and Thirty-third street, reports that at about 1 a. m. he met a colored woman on Sixth avenue and Thirtieth street; he accompanied her to a flat on Thirty-seventh street, west of Seventh avenue, and while there with her she robbed him of \$45; Officer George K. Trojan left on case.

November 4, 1898; 2 a. m.; Frank Huschle, of 140 West Thirty-third street, reports that at about 12.30 a. m. a colored woman, name unknown, picked him up at southeast corner of Thirty-second street and Seventh avenue for an immoral purpose; he accompanied her to house, 390 Seventh avenue, and while there with her she robbed him of \$7; L. Owens on case; was directed to come to the station at 9 a. m. to see detective.

November 9, 1898; R. A. Davidson, of 587 Broadway, reports that some time between 4 and 5 a. m. he either lost or had stolen from him the sum of \$28 by some unknown woman at 263 West Thirty-ninth street; James Devanney.

November 1, 1898; Joseph Britman, of No. 521 West Forty-fifth street, cabinetmaker, residence 438 West Thirty-eighth street, reports that he met two women at Thirtieth street and Sixth avenue at 4 a. m., November 1, 1898, who accompanied him to his residence, and while there abstracted \$100 from his trousers pocket; Detectives Colby and McGovern on the case.

November 16, 1898, 12 midnight; William Robinson, of 262 Tenth avenue, reports that an unknown colored woman had taken him to a vacant room at 218 West Thirtieth street, rear house, and took from him \$20; George J. Trojan.

November 29, 1898; John Jones, of 32 Beaver street, while waiting for a car at Seventh avenue and Thirtieth street, at about 2.30 a. m., was accosted by two or three colored women, who engaged in a conversation, and when they left him he discovered that his gold hunting case watch, Waltham movement, with monogram J. J. J. on case, was missing; alarm sent; number unknown; reported by Patrolman Peter F. Murphy.

December 23, 1898, 2 a. m.; Peter Blute, 552 West Forty-eighth street, reports that about 1.30 a. m. as they were passing through Forty-first street, between Eighth and Ninth avenues, two unknown colored women stopped him and took hold of him and went through him and took \$67 from him; he made an outcry, and they then gave him \$17 and escaped; Patrolman Orrin H. Simms was sent with him to investigate.

February 16, 1899, 1 p. m.; Frederick Webber, of 376 Tenth avenue, reports that an unknown colored woman took him to a room on second floor of 208 West Thirtieth street, between the hours of 5 and 6 p. m., 15th instant, and took from him the sum of \$100; Officer Boyd investigating case.

February 24, 1899; Edwin Schiele, 965 Lexington avenue, reports that at 11.30 last night he met an unknown woman on the street, Forty-second street and Broadway and Sixth avenue, and accompanied her to a flat at 207 West Fortieth street; remained about half an hour, and \$10 cash and diamond pin valued at \$40 was stolen from him while there.

February 24, 1899; George Smith, of 105 Eighth avenue, reports he went with a woman to 207 West Fortieth street and was robbed while there of \$30.

March 26, 1899; Abraham Freich, of Demarest, N. J., reports that at 9.30 last night an unknown woman picked him up on Broadway and Thirty-fourth street; she took him to third flat, No. 259 West Thirty-ninth street, for the purpose of prostitution, and while there with her robbed him of a gold double-case Waltham watch (number unknown) and placed in its stead a plated watch; Kennedy and Toumey on case.

March 28, 1899, 2 a. m.; Patrick J. O'Neil, soldier of the Twenty-first Infantry, Ohio Volunteers, stopping at Marlborough Hotel, Thirty-seventh street and Broadway, reports that at 11 p. m. an unknown woman picked him up at Thirty-seventh street and

Broadway; she took him to a house on Thirty-seventh street, near Eighth avenue, and while in a room with her \$36 was stolen from him by some unknown person; Devanney and Farrell on case.

April 5, 1899; Alfred Taylor, of Trafalgar Hotel, on Fourteenth street and Union square, reports that at 1.50 this evening as he was passing through Thirtieth street, and when in front of No. 225 West Thirtieth street, an unknown colored woman called him into the house, and while in there with her she stole \$52 from his pockets; Patrolman John Kennedy left on the case.

April 5, 1899, 1.30 a. m.; George Wilson, of Newburgh, N. Y., reports that a colored woman took him into a hallway on West Fortieth street and Eighth avenue, and while in there with her she stole \$50 from his pockets; Patrolman John Duane left on the case.

April 5, 1899; Martin Colman, of No. 309 West Thirty-fifth street, reports that on Monday night last while in house No. 446 West Twenty-eighth street he was robbed of \$60 in cash by one Kittie Murphy; Patrolman Floyd B. Pitts on case.

April 13, 1899; Owen Dunn, of Weehawken, N. J., reports that a colored woman took him into No. 217 West Twenty-ninth street for an immoral purpose, and while there she stole \$10 from him; Patrolman Kuhne on the case.

April 24, 1899; Robert Hillcock, of 122 West Twentieth street, reports that he lost or had stolen from his clothes at 259 West Thirty-ninth street the sum of \$8 by some unknown woman; Francis Toumey and John Kennedy on case.

May 16, 1899, 3 a. m.; Louis Weltun, of 3343 West Thirty-ninth street, reports that at 2.30 this morning an unknown colored woman took him into a hallway on Fortieth street, number unknown, and he had sexual intercourse with her, and she stole \$6 from him; Officer Downey went with him as far as Tenth avenue, and he refused to go further with him; he told the officer to go about his business and he would go about his.

May 17, 1899; Joseph Frey, of 207 West Fortieth street, reports that he took a prostitute into his room last night and went to bed with her. This morning he missed a diamond stud valued at \$210; Detectives Michaels and Coughlin on case.

May 30, 1899, 10.30 p. m.; William W. Jones, of 138 West Fifty-second street, reports that at 9.30 p. m. he picked up an unknown

woman on Forty-second street, near Broadway; she took him to No. 257 West Thirty-ninth street, one flat back; he had \$55 when he went in said house with her; when he left ten minutes afterwards he found that his money had been stolen from him there; Detectives John D. Coughlin left on case.

June 5, 1899; Rudolph C. Bach, Grand Union Hotel, reports that about 1.40 a. m. he was robbed of \$7 and a railroad pass to Montreal in the flat No. 240 West Fortieth street, second floor; R. J. Thorpe on the case.

June 18, 1899; John Bomonic, of 356 West Fifty-third street, reports that between 3 and 7.30 a. m. he went to the Elite Hotel, 562 Seventh avenue, with a woman who gave her name as Anna Sutton and said she lived at this hotel, and while there fell asleep, and when he awoke at 7.30 a. m. found he had been robbed of \$25, one \$20 bill and one \$5; Floyd B. Pitts on the case.

Total amount of robberies, without watches, jewelry, railroad passes, etc., \$2,745.10.

Mr. Moss—I spoke yesterday of the number of suspected houses on the chief's book. I have at hand and will read now the suspected gambling houses of the city of New York as shown on the chief's book of suspicious houses. Nineteenth precinct: 22 West Twenty-sixth street, 141 West Forty-first street, 123 West Twenty-sixth street, 16 West Twenty-fifth street, 111 West Thirty-first street, 6 West Twenty-eighth street, 5 West Twenty-fourth street, 59 West Twenty-ninth street, 35 West Twenty-seventh street. Those are all in the Nineteenth precinct. In the Twenty-fifth precinct: 1188 Third avenue. In the Thirty-second precinct: 165 East One Hundred and Twenty-sixth street. There is a total of eleven.

The Chairman—Is there a house there where this officer was offered money—a gambling house? Johnson, was it not? 39 West Twenty-eighth street, or was it Twenty-ninth street?

Mr. Moss—39 West Twenty-ninth street is here.

The Chairman—That is Daly's?

Mr. Moss—That is Daly's; yes, sir. I have a further list in my hand of fifty suspected gambling houses which have been crossed off the chief's books. That is, they were entered at one time as suspected gambling houses but are crossed off as having

been discontinued, having gone out of business, or the premises having been vacated, etc. This list of crossed off cases contains nine in the Twenty-second precinct. Nine are crossed off in the Twenty second precinct, none appearing now as being suspected in that precinct. Our evidence has pointed to a number of places that certainly should be called suspicious. You will remember the cross-examination of Chief Devery, upon the place where Senator Wolcott was stated in the newspapers to have lost a large sum of money—many thousands of dollars. You will remember the testimony of Mr. Wood regarding gambling, which he had participated in in the place of Emery and Johnson, on Forty-fourth street. There is not on the chief's book any place considered suspicious for gambling in that whole precinct. There are fifty houses on this list, which I will hand to the stenographer. The following is a copy of the list:

SUSPECTED GAMBLING HOUSES ON THE CHIEF'S
RECORD BOOK AND CROSSED OFF IN RED INK.

Second Precinct.

125 Washington street; arrested and held; November 14, 1898.

Fifth Precinct.

18 Roosevelt street; arrested and held; January 2, 1899.

34 Madison street; arrested and held; January 16, 1899.

Sixth Precinct.

20 Pell street; arrested and held; December 19, 1898.

Eleventh Precinct.

174 Mulberry street; arrested and held; report, November 21, 1898; Josephine Valerio.

Twelfth Precinct.

213 Broome street; arrested and held; report, August 29, 1898; Fannie Cohen.

318 Broome street; arrested and held; report, December 12, 1898.

99 Bowery; arrested and held; report, March 6, 1899.

Fifteenth Precinct.

248 East Houston street; arrested and held; report, November 28, 1898.

342 East Eleventh street; arrested and held; report, December 19, 1898; Tony Verren.

166 Avenue A; arrested and held, February 28, 1898; Charles Motzer.

Sixteenth Precinct.

80 Macdougall street; arrested and held; report, March 20, 1899; James Colucci.

Seventeenth Precinct.

444 West Twenty-seventh street; arrested and held; report, May 15, 1899.

Nineteenth Precinct.

118 West Thirty-first street; discontinued; report, September 19, 1898.

15 West Thirty-second street; discontinued; report, February 20, 1899.

60 West Thirty-third street; vacated; report, September 19, 1898.

450 Sixth avenue; discontinued; report, September 19, 1898.

137 West Thirty-second street; discontinued; report, September 19, 1898.

137 West Twenty-seventh street; discontinued; report, September 19, 1898.

49 West Thirty-third street; discontinued; report, January 16, 1899.

9 West Twenty-second street; discontinued; report, February 20, 1899.

1453-1457 Broadway; vacated; report, May 30, 1893; Navadah club.

42 West Twenty-fourth street; discontinued; report, February 20, 1898.

443 Sixth avenue; arrested and implements seized; report, August 15, 1898.

54 West Twenty-ninth street; error; reports, August 22 and 29, 1898; Frank Farrell.

114 West Thirty-first street; arrested and held; report, September 19, 1898.

508 Sixth avenue; discontinued since report, May 15, 1899.

225 West Twenty-ninth street; arrested and held; see report, July 4, 1898; discontinued; report, September 26, 1898.

225 West Twenty-ninth street; discontinued; report, September 26, 1898.

588 Seventh avenue; arrested and held; report, November 14, 1898.

Twentieth Precinct.

418 Eighth avenue; arrested and held; report, May 8, 1899.

Twenty-second Precinct.

146 West Forty-third street; discontinued; report, August 1, 1898.

249 West Forty-second street; arrested and held; report, January 30, 1899.

104 West Forty-third street; discontinued; report, August 1, 1898.

160 West Forty-fourth street; discontinued; report, August 1, 1898.

107 West Forty-fifth street; discontinued; report, August 1, 1898.

208 West Fifty-ninth street; discontinued; report, August 1, 1898.

141 West Forty-second street; discontinued; report, August 1, 1898.

143 West Forty-third street; discontinued; report, August 1, 1898.

145 West Forty-fourth street; discontinued; report, August 1, 1898.

Twenty-sixth Precinct.

201 West Sixty-first street; arrested and held; report, January 30, 1899.

Twenty-eighth Precinct.

217 East Eighty-sixth street; discontinued reporting; report, May 15, 1899.

Twenty-ninth Precinct.

209 East Ninety-second street; arrested and held; report, February 20, 1899.

156 East Ninety-eighth street; arrested and held; report, February 27, 1899; discontinued; report, May 8, 1899.

Forty-sixth Precinct (Brooklyn).

574 Baltic street; arrested and held; report, April 17, 1899.

Fifty-first Precinct (Brooklyn).

640 Grand avenue; arrested and held; report, December 9, 1898.

Fifty-ninth Precinct (Brooklyn).

179 Harrison avenue; arrested and held; report, March 20, 1899.

177 Harrison avenue; arrested and held; report, May 15, 1899.

Sixty-third Precinct (Brooklyn).

84 Siegel street; arrested and held; report, December 12, 1898.

54 Moore street; arrested and held; report, January 30, 1899.

Mr. Moss—You will remember the testimony of Mr. Whitney, in which he said for three evenings, under my instructions, he had visited a number of places where solicitation was going on outside in the street. He had gone in enough to see what kind of places they were. I think he visited something like a dozen in each of those evenings, and then stopped under the direction of counsel. Most of those places were in the Twelfth precinct. That is the district lying east of the Bowery, between Division street and East Houston street. I will offer in evidence a transcript of the suspicious places book of the Twelfth precinct, which will show only twelve houses in that very interesting precinct that are suspected by the precinct authorities of being disorderly houses; just twelve. And five places in that great precinct are suspected of being policy shops. The entire list of suspicious places of the Twelfth precinct comprises twelve places

suspected of being houses of prostitution and five suspected of being policy shops. I hand that list to the stenographer. The following is a copy of the list:

SUSPICIOUS PLACES, TWELFTH PRECINCT, CAPTAIN HOGAN.

1½ Allen street; suspected house of prostitution; proprietor, Joseph Klein; Charles Jacobwitz, agent; residence, 1½ Allen street.

33 Bayard street; suspected house of prostitution; proprietor, Charles Davis; owner, Charles Davis; residence, 33 Bayard street.

145 Chrystie street; suspected house of prostitution; proprietor, Minnie Wiener; agent, Louis Sugarman; residence, 147 Chrystie street.

6 Delancey street; suspected house of prostitution; proprietor, Benjamin Friedman; agent, George Hennessy; residence, 180 Second avenue.

78 Delancey street; suspected house of prostitution; proprietor, Bertha Greenberg; owner, Bertha Greenberg; residence, 136 East Fourth street.

137 Eldridge street; suspected house of prostitution; proprietor, Max Laizer; owner, E. Lohman; residence, 239 Eldridge street.

108 Orchard street; suspected house of prostitution; proprietor, Sadie Schall; agent, Benjamin Nichthanus; residence, 20 Attorney street.

31 Rivington street; suspected house of prostitution; proprietor, Abraham Shultz; lessee, Abraham Shultz; residence, 31 Rivington street.

7 Stanton street; suspected house of prostitution; proprietor, Lena Reice; agent, Mr. Heller; residence, 7 Stanton street.

30 Stanton street; suspected house of prostitution; proprietor, Lena Leichte; agent, George Hennessy; residence, 180 Second avenue.

32 Stanton street; suspected house of prostitution; proprietor, Fred Muller; owner, Julius Witaker; residence, Carlstadt, N. J.

57 Stanton street; suspected house of prostitution; proprietor, Gussie Miller; owner, Jacob Wolf; residence, 131 Delancey street.

3 Chrystie street; policy office suspected; proprietor, John Hogan; owner, H. Clemens; residence, 3 Chrystie street.

84 Chrystie street; policy office suspected; proprietor, Louis Misenoff; agent, James Buchanan; residence, 27 Third avenue.

221 First avenue; policy office suspected; proprietor, Louis King; agent, W. C. Flannagan; residence, 53 Bond street.

145 Hester street; policy office suspected; proprietor, Steven Cain; owner, E. H. Purdy; residence, 117 East Sixty-first street.

90 Orchard street; policy office suspected; proprietor, Edward Smith; owner, J. S. Adrian; residence, 472 Grand street.

JOHN R. WOOD, being recalled and further examined, testified as follows:

Examined by Mr. Moss:

There are quite a number of opium joints in New York. That is a vice that is growing in this city rapidly. If you saw the people last night, you would think so. I have visited several of these opium joints since I have been working for you. I have had no special direction until last night. What I have discovered in the past was simply as I was passing along, and I reported my observations to counsel. I was directed yesterday to go to a certain place and see if it was an opium joint, 36 and 38 West Sixty-second street; formerly a livery stable; it had been. It is fitted up. It looks like a livery stable from the outside. It has all the appearances of being a livery stable. About 11 o'clock last night Mr. Harris and I went there and got in; passed two lookouts and got in; got into a small room. I had never been there before. I had no previous arrangement with the people that were running that place to be admitted. I went there as a stranger and got in without any trouble, comparatively speaking. There were two lookouts. They were there not to let in people, I suppose, from the committee; but I passed them all right. We got into a small outer room. There was a Chinaman in that room.

Turned to our left and got into a very big room. The bunks were crowded with people lying and smoking opium. We bought opium, lay down, and people cooked it and smoked it in our presence, and gave us samples of it. We have it for evidence. This is some of the opium I obtained last night in that place. These little black pellets are supposed to be opium cooked, ready to use, in pill form, if you want to take it. You can also smoke it if you wish. I should judge fifty people were there. Men and women were lying in bunks, half nude. The place was fitted up in oriental style. It was quite a swell joint, they call it. The women were half stripped, lying on one another, and smoking and telling stories. We remained there until half-past 1. I had some talk with the people in charge of the place. They said that about half an hour before we came in the roundsman and the sergeant's nephew was in showing the place to citizens. There was no danger of being pulled as long as they came up with the long green. That is in Captain Monahan's precinct, Sixty-eighth street station. They spoke of him. They said he was a good fellow, and he would stand for anything. I am telling you the conversation with persons that I dealt with in the opium joint. I didn't find out how long it had been running, but I understand it moved from the Boulevard. The "Herald" exposed it and it had to move.

Examined by the Chairman:

There were men and women in there, indiscriminately, lying together, half nude. The women were in their chemises, without corsets, just a skirt on; lying on bunks fitted up with cushions and Chinese lanterns. The place was decorated with lanterns and Chinese ornaments. I was in there from 11 o'clock till half past 1. I should judge there was about fifty people, both men and women. There was a young man there under twenty years of age. There was a young man told me he was under twenty years of age. There is a bottle containing opium. I got that at 38 Bowery, up at Layelle's liquor saloon.

Examined by Mr. Hoffman:

I know where Lavelle keeps, 28 Bowery. He carries on a saloon and opium joint; liquor saloon underneath. I don't know whether there is a license in his name. The name is over the house. He has also got an illuminated sign; Scotty Lavelle is his name.

Examined by Mr. Moss:

I got this opium at 190 Stanton street, in a rear building. That is a joint. I believe it has moved by this time to No. 1 Houston street. They were to move. They were fitting a house up there. They were going to have a very swell joint, he said. This opium smoking is one of the features of New York life to-day, and the young men are in it. This is a very tough place. It looks as if they would do anything there. I have still kept on with the poolrooms. We have got over four hundred cases; four hundred visits with evidence, since the 7th of April. I found that immediately after my last testimony the poolrooms were a little quiet and careful for a while, and some of the places I was unable to get into on two or three occasions; but they started right up again in a little while. I have covered practically the same ground, until I was told to stop. These are the reports signed by me, of my visits since I last testified. I found these places substantially as easy of entrance as before, sometimes easier, and the same crowds of people actually making the bets in the place; not taking my money and sending it by commission, but actually making the bets then and there. They don't send by any commission.

Mr. Moss—Instead of taking up the time of the committee in reading these, I will offer them in evidence as they stand, and will summarize them. First I will give you a summary of these poolrooms by precincts since Mr. Wood and Mr. Harris began their work. I ought to say to the committee that while Mr. Wood and Mr. Harris have testified about these matters alone, there have been other men besides these two who have visited these places, under our directions, and who would if necessary be cor-

roborative witnesses. This is a statement of the poolrooms against which evidence has been obtained since Mr. Wood began his work, arranged by precincts:

First precinct, seven poolrooms: No. 118 Wall street, No. 6 Front street, Nos. 48-50 Broad street, No. 160 South street, No. 56 New street, No. 60 Broad street, Nos. 46-48 Broad street.

There is a statement of the different days upon which those poolrooms were visited. There were a large number of visits.

The Chairman—These were visited by Mr. Wood?

Mr. Moss—Yes, sir.

The Witness—And Mr. Harris.

Mr. Moss—The chief's book of suspicious places does not contain one of these; nor does the precinct book. I have here transcripts of the chief's suspicious book. I am not going to put all that in evidence, but we like to know what we are talking about. This first page represents the suspicious places in the first precinct. There are three entries for gambling, each one of them crossed out, so that on the precinct book and on the chief's book the first precinct is as white as the driven snow, to use a choice police expression. Nevertheless, we have the testimony of these gentlemen that they have evidence against seven poolrooms in that precinct. You will remember, too, the testimony of the witness, Wood, about the bucket shops.

The Witness—It is overrun with them. I know that.

Mr. Moss—Second precinct, eleven poolrooms: No. 20 Dey street, No. 62 Vesey street, No. 100 Vesey street, No. 27 Thames street, No. 5 Battery place, No. 207 Greenwich street, No. 193 Washington street, No. 55 Broadway, Nos. 82-84 Church street, Nos. 3-5 Battery place, No. 6 Murray street. Mr. Chairman, you will remember that when the chief was on the stand, I handed him a key to the door of No. 20 Dey street.

The Witness—I remember a visit to 20 Dey street on July 21st. I found the evidence, and bet my money there.

Mr. Moss—On the chief's book of the second precinct there is not a poolroom to be shown. It has absolutely no suspicious place on the records of the department in the second precinct, excepting a concert hall, and that is suspected of being a concert hall—18 West street.

In the Fifth precinct the report shows five places: No. 2 New Chambers street, No. 82 Park row, No. 80 Park row, No. 118 Nassau street, No. 33 Park row. On the chief's book there are three poolrooms suspected, 80 Park row, 33 Park row and 12 Centre street—three out of five.

In the Sixth precinct we have found three poolrooms: No. 12 Centre street, No. 112 Centre street, No. 12 Chambers street, and one opium joint. The chief's record of the Sixth precinct is clear.

In the Ninth precinct we have three poolrooms: No. 15 Tenth avenue, No. 124 West Fourteenth street, No. 112 West Fourteenth street. The chief's record is entirely clear of poolrooms in the Ninth precinct.

In the Tenth precinct we have three: No. 315 Canal street, No. 43 Mercer street, No. 444 Broome street. The chief's record shows one suspected place, No. 43 Mercer street.

In the Eleventh precinct we have one poolroom, No. 286 Bowery, which is shown on the chief's record.

In the Twelfth precinct we have two poolrooms: No. 318 Broome street, No. 7 Delancey street. Nothing appears on the police record.

In the Thirteenth precinct we have one poolroom, 620 Grand street. It appears on the chief's record.

In the Fourteenth precinct we have two poolrooms: No. 155 Avenue C—no, that should be only one. One of those poolrooms is an opium joint, No. 19 Stanton street, opium joint.

The record of the Fourteenth precinct is absolutely clear of everything. There is not a suspicious thing in the whole of the Fourteenth precinct.

In the Fifteenth precinct we have seven poolrooms and nine gamblinghouses in which evidence has been obtained. We do not pretend to say that those are all the places in the precinct, but all that Mr. Wood has visited. Poolrooms: No. 9 St. Mark's place, No. 114 East Thirteenth street, No. 133 East Thirteenth street, No. 293 Bowery, No. 148 East Fourteenth street, No. 144 East Fourteenth street, No. 113 East Thirteenth street. Gamblinghouses: No. 23 Third avenue, No. 289 Bowery, No. 72 Second avenue, No. 76 Second avenue, No. 116 Third avenue, No. 79 Third

avenue, No. 113 Third avenue, No. 82 Second avenue, No. 105 Second avenue. On the police records of the Fifteenth precinct there appear to be two places suspected of being poolrooms, No. 293 Bowery and No. 9 St. Mark's place; and another place is suspected of being a gamblinghouse.

In the Sixteenth precinct we have five poolrooms and two gamblinghouses against which evidence has been obtained. Poolrooms: No. 80 Sixth avenue, No. 58 East Thirteenth street; No. 328 Bowery, No. 116 University place, No. 136 Greene street. Gamblinghouses: No. 826 Broadway, Nos. 154-156 Fourth avenue. The police record shows as suspected poolrooms No. 80 Sixth avenue, No. 328 Bowery, No. 58 East Thirteenth street, with no suspected gamblinghouses.

In the Seventeenth precinct we have evidence against six poolrooms: No. 278 Eighth avenue, No. 218 Eighth avenue, No. 118 Eighth avenue, No. 216 Eighth avenue, No. 302 West Sixteenth street, No. 125 Eighth avenue. The police record has no suspected poolrooms whatever.

In the Eighteenth precinct we have two poolrooms and four gamblinghouses against which evidence has been obtained. Poolrooms: No. 156 East Twenty-third street, No. 158 East Twenty-seventh street. Gamblinghouses: No. 352 Third avenue, No. 221 Third avenue, No. 154 Third avenue, No. 148 Third avenue. There are no poolrooms or gamblinghouses suspected in the Eighteenth precinct on the police record.

In the Nineteenth precinct we have the same evidence against seventeen poolrooms and eight gamblinghouses. Poolrooms: No. 72 West Thirty-sixth street, No. 109 West Thirty-fourth street, No. 1325 Broadway, No. 699 Sixth avenue, No. 685 Sixth avenue, No. 64 West Twenty-ninth street, No. 111 West Twenty-third street, No. 101 West Twenty-fourth street, No. 100 West Twenty-fourth street, No. 29 West Thirty-fourth street, No. 114 West Thirty-eighth street, No. 54 East Forty-first street, No. 141 West Forty-first street, No. 42 West Twenty-fourth street, No. 1301 Broadway, No. 52 East Forty-first street, No. 103 West Twenty-fourth street, No. 389 Sixth avenue. Gamblinghouses: No. 508 Sixth avenue, No. 15 West Twenty-fourth street, No. 399 Seventh avenue, No. 482 Sixth avenue, No. 444 Sixth avenue, No. 118 West Thirty-first street, No. 117 West Thirty-fourth street, No.

54 West Thirty-first street. On the precinct record there appears to be nine places suspected of being gamblinghouses and six suspected of being poolrooms.

In the Twentieth precinct we have evidence against seven poolrooms and four gamblinghouses. Poolrooms: No. 584 Seventh avenue, No. 490 Eighth avenue, No. 418 Eighth avenue, No. 200 West Forty-second street, No. 550 West Forty-second street, No. 582 Seventh avenue, No. 596 Seventh avenue. Gamblinghouses: No. 584 Seventh avenue, No. 490 Eighth avenue, No. 418 Eighth avenue, No. 208 West Fortieth street. The police record shows five places suspected of being poolrooms and no place suspected of being a gamblinghouse.

In the Twenty-first precinct we have evidence against four poolrooms and one gamblinghouse. Poolrooms: No. 372 Third avenue, No. 105 Park avenue, No. 231 East Thirty-third street, No. 154 East Forty-second street. Gamblinghouse: No. 124 Park avenue. On the police record the Twenty-first precinct is absolutely clear of every kind of suspicious places except one house of prostitution, No. 209 Lexington avenue.

In the Twenty-second precinct we have evidence against three poolrooms and two gamblinghouses. Poolrooms: No. 938 Eighth avenue, No. 147 West Forty-second street, No. 991 Sixth avenue. Gamblinghouses: No. 1603 Broadway, Nos. 143-145 West Forty-fourth street. The police record shows three suspected poolrooms, 147 West Forty-second street, 938 Eighth avenue and 991 Sixth avenue.

In the Twenty-fourth precinct we have evidence against four poolrooms and one gamblinghouse. Poolrooms: No. 736 Sixth avenue, No. 147 East Forty-second street, No. 145 East Forty-second street, No. 719 Third avenue. Gamblinghouse: No. 5 East Forty-second street. In the Twenty-fourth precinct the police record is clear of everything except two suspected policy-shops.

In the Twenty-fifth precinct we have evidence against two poolrooms and one gamblinghouse. Poolrooms: No. 1108 Third avenue, No. 200 East Seventy-ninth street. Gamblinghouse: No. 1188 Third avenue. On the precinct and headquarters records they have suspicions that 1188 Third avenue is a gamblinghouse.

In the Twenty-sixth precinct we have evidence against two

poolrooms and two gamblinghouses. Poolrooms: No. 426 Columbus avenue, No. 466 Boulevard. Gamblinghouses: No. 207 West Sixty-fourth street, No. 201 West Sixty-first street. Nothing of the kind appears on the precinct and headquarters records.

We have nothing in the Twenty-seventh precinct.

In the Twenty-eighth precinct we have evidence against three poolrooms: No. 1643 Third avenue, No. 232 East Eightieth street, No. 1389 Third avenue. In the Twenty-eighth precinct the police record shows an absolutely clean docket, with nothing suspected in the precinct at all.

In the Twenty-ninth precinct we have evidence against one poolroom, No. 186 East One Hundred and Sixteenth street. On the police record there is no such place. The only suspicions are that three places are concert halls and that one is an athletic club.

In the Thirty-first precinct we have evidence against one poolroom, No. 2348 Eighth avenue, which does not appear on the police record. Their only suspicion is that they have four concert halls.

In the Thirty-second precinct we have evidence against four poolrooms and four gamblinghouses. Poolrooms: No. 2305 Third avenue, No. 100 East One Hundred and Twenty-fifth street, No. 2101 Seventh avenue, No. 203 East One Hundred and Twenty-fifth street. Gamblinghouses: No. 122 East One Hundred and Twenty-fifth street, No. 121 East One Hundred and Twenty-fifth street, No. 165 East One Hundred and Twenty-sixth street, No. 161 East One Hundred and Twenty-fifth street. Only one of those places appears on the police record, No. 165 East One Hundred and Twenty-sixth street.

In the Forty-fourth precinct, Brooklyn, we have one poolroom, No. 605 Fifth avenue, which does not appear upon the police record.

In the Forty-fifth precinct, Brooklyn, we have three poolrooms: No. 13 Hamilton avenue, No. 82 Hamilton avenue, No. 14 Hamilton avenue. There is no record of them in the police department.

In the Forty-sixth precinct, Brooklyn, we have evidence against four poolrooms: No. 130 Flatbush avenue, No. 166 Fifth avenue,

No. 214 Fifth avenue, No. 132 Flatbush avenue. Nothing of the kind appears upon the police record.

In the Forty-ninth precinct, Brooklyn, we have one poolroom, No. 360 Fulton street, which does not appear upon the suspicious book of the police department.

In the Fiftieth precinct, Brooklyn, we have one poolroom, No. 7 Willoughby street, which does not appear upon the police suspicious book.

In the Fifty-sixth precinct, Brooklyn, we have one poolroom, No. 1151 Fulton street. There is one stated to be on the suspicious book, No. 1155 Fulton street.

In the Fifty-seventh precinct, Brooklyn, we have evidence against two poolrooms: No. 225 Myrtle avenue, No. 613 Myrtle avenue. They do not appear on the police record.

In the Fifty-ninth precinct, Brooklyn, we have evidence against two poolrooms: No. 95 Harrison avenue, No. 727 Broadway. There are no suspicions in the police department.

In the Sixtieth precinct, Brooklyn, we have two poolrooms: Northwest corner of Kent avenue and Broadway, Nos. 89-91 Grand street. There are no suspicions in the police department.

In the Sixty-first precinct, Brooklyn, we have one poolroom, No. 121 Franklin street. The police suspicions are entirely clear.

In the Sixty-ninth precinct we have evidence against two poolrooms: Surf avenue, near Henderson's walk, Surf avenue, near Sea Beach. There is no entry in the suspicious record in the police department.

This makes a total of poolrooms against which evidence has been taken of 128. There stands on the chief's book as suspected poolrooms in the entire city of New York, 80 precincts, 25. We have evidence against 128. There are on the chief's records 18 places—that is, in the suspicious book—that have been suspected of being poolrooms which have been crossed off as being vacated and discontinued. We have evidence against those 18 places that are crossed off. There are 12 other places crossed off on the chief's book, against which their suspicions have departed, which Mr. Wood concedes are correctly crossed off. He has not been able to obtain evidence there. That makes 30 places that have been on the record and are crossed off of which 12 appear to be properly crossed off. In 18 evidence has been obtained

by our witnesses. There stand on the record as open suspicious places only 25. On the 31st day of December, 1897, there stood on the chief's book as suspected poolrooms 14 places. At that time they were doing business by the process of taking money and pretending to transport it to the racetracks, upon what they called the "common carrier system." The witnesses have testified that under the present system the bets are actually made in the poolrooms without any cover or hesitation. The number of places against which our agents have procured evidence since Mr. Wood testified the last time is 81.

Q. What was the date of your last testimony? A. I don't remember the date.

Q. It was in June, was it not? A. I think it was.

Mr. Moss—Eighty-one different places have been visited and evidence has been obtained since that time, and many of these places have been visited two or three times.

The Chairman—It was on the 15th of June.

Mr. Moss—The 15th of June, yes. There is one other peculiar circumstance in connection with this showing. On the 18th of May last, according to papers that have been sent to me by the president of the police board, Mr. York, the chief of police sent down to the police of the First, Second, Third, Fourth and Fifth inspection districts a list in the following language: "May 18, 1899. The following is a list of places in this city at which it is alleged poolrooms and gamblinghouses are being maintained and operated, and is referred to you for attention, so far as said list concerns premises within your jurisdiction. With regard to each of the said places that are within your jurisdiction, you will make a prompt and thorough investigation to ascertain whether the law is violated thereat as alleged, and should your investigation show that it is so violated you take prompt and effective measures to suppress said violations of law, and cause the arrest of the person or persons responsible for their maintenance, and will take such other action in the matter as the circumstances of the case and your duties as inspector of police in command of ——— district may require. You will report to me promptly in writing what action you have taken

in this regard, and the result thereof. William S. Devery, chief of police. Alleged poolrooms: Avenue C, 155; Battery place, 3 and 5; Broad street, 48; Broad street, 60; Broadway, 55; Broadway, 1301; Broadway, 1325; Broome street, 444; Boulevard, 466; Eighth avenue, 118; Eighth avenue, 218; Eighth avenue, 278; Eighth avenue, 416; Eighth avenue, 490; Eighth avenue, 938; Eighth avenue, 2848; Tenth avenue, 15; East Thirteenth street, 58; Bowery, 286; Bowery, 293; Bowery, 328; Canal street, 315; Centre street, 12; Centre street, 112; Chambers street, 12; Church street, 82 and 84; Columbus avenue, 426; Dey street, 20; Front street, 6; Grand street, 89, 91 and 93; Grand street, 620; Greenwich street, 207; Murray street, 6; Nassau street, 118; New Chambers street, 2; New street, 56; Park avenue, 105; Park Row, 18; Park Row, 33; Park Row, 82; St. Mark's place, 9; South street, 160; Thames street, 27; East Fifteenth street, 114 and 116; East Thirteenth street, 133; East Fiftieth street, 232; East Twenty-third street, 156; East Thirty-fourth street, 206; East Forty-first street, 54; East Forty-second street, 147; East Forty-second street, 145; East One Hundred and Fifteenth street, 186; East One Hundred and Twenty-fifth street, 100; West Fourteenth street, 124; West Twenty-third street, 111; West Twenty-fourth street, 42; West Twenty-fourth street, 101; West Twenty-fourth street, 100; West Twenty-ninth street, 54; West Thirty-fourth street, 29; West Thirty-fourth street, 109; West Thirty-sixth street, 72; West Thirty-eighth street, 114; West Forty-first street, 141; West Forty-second street, 147; West Forty-first street, 201; West Forty-second street, 550; Third avenue, 2305; University place, 116; Vesey street, 62; Vesey street, 100; Wall street, 118; Washington street, 193; Third avenue, 327; Third avenue, 719; Third avenue, 1108; Third avenue, 1389; Third avenue, 1643; Third avenue and One Hundred and Twenty-fifth street, northeast corner; Sixth avenue, 80; Sixth avenue, 685; Sixth avenue and Fortieth street, northwest corner; Sixth avenue and Forty-second street, northeast corner; Seventh avenue and One Hundred and Twenty-fifth street, southeast corner; West Thirty-first street, 114; West Fourteenth street, 126; East One Hundred and Sixteenth street, 186; Park row, 80; East Twenty-third street, 122; West Forty-fifth street, 114; West Twenty-ninth street, 54; Thomas street, 27; Third avenue, 1523;

Fourth avenue, 418; East Thirteenth street, 56; West Forty-second street, 200; East Eighteenth street, 186; East Thirty-first street, 54; West Forty-fourth street, 42; Eighth avenue, 490; Delancey street, 8; Columbus avenue, 426; Broad street, 46; East Eightieth street, 233; East Thirty-first street, 54. Alleged gamblinghouses: Bowery, 289; Broadway, 1603; Broome street, 318; Delancey street, 7; Park avenue, 124; West Thirty-fourth street, 117; Second avenue, 72; Second avenue, 76; Third avenue, 23; Third avenue, 79; Third avenue, 116; Third avenue, 148; Third avenue, 221; Third avenue, 352; Third avenue, 719; Third avenue, 1188; Fourth avenue, 154 and 156; Sixth avenue, 444; Sixth avenue, 482; Sixth avenue, 508; Seventh avenue, 399; Seventh avenue, 584; Eighth avenue, 418; Eighth avenue, 490; East Fourteenth street, 144; East Fourteenth street, 148; East Forty-second street, 5; East One Hundred and Twenty-sixth street, 165; West Twenty-fourth street, 15; West Thirty-first street, 118; Fortieth street, West, 208; West Sixty-fourth street, 207; Delancey street, 8; East One Hundred and Twenty-fifth street, 221. Therefore the chief on the 18th day of May had evidence in his possession which warranted him in having suspicions of 105 places; and he sent out his orders to the inspectors especially to investigate those 105 places. You will find by an examination of the record when it is made up of Mr. Wood's cases that he and Mr. Harris have been over much of this very ground and have obtained their evidence over again on these very houses. Yet the chief's record of 25 suspected poolrooms in the city of New York stands.

ABRAHAM GREENSPAW, called as a witness, being duly sworn, examined by Mr. Moss, testified as follows:

I sold some jewelry to a police officer, Officer Muller, a diamond ring, I don't recollect for how much; I guess about \$115. I sold this diamond ring on time. Mr. Muller didn't pay me. It is charged in the records that Mr. Muller pawned the goods which he bought from me and then neglected to pay the promissory note. That is true. That was May 3, 1899. I reported that to the commissioners. They took him up and the officer said he would pay for that ring. He was brought to trial and

said on the trial he was going to pay. He paid the whole of it. That was not paid until I made a complaint.

Examined by the Chairman:

This trial was in May, 1899. Last month he paid the balance of it.

Mr. Moss—This same officer was accused September 14, 1897, of failing to pay a debt, and that case was dismissed, probably upon the ground that the debt had not been contracted after the man was an officer. The rules do not permit of a trial unless the debt was contracted after the man joined the force.

Mr. Hoffman—Do you maintain that from one of these contracts which any officer or any person may sign he may be charged with larceny?

Mr. Moss—That is the charge against him.

Mr. Hoffman—Where?

Mr. Moss—At the police department.

Mr. Hoffman—Wasn't the charge made "failure to pay a debt?"

Mr. Moss—Yes, and that was the specification. Now, here is an instance, Officer Frederick J. Eigen, Jr. I have his record here. The charges against him fill up two of these pages. They are left over against that officer from the last administration, cases where complaints were made December 10th, 11th and 22d, three different complaints, against Officer Eigen for failure to pay his debts; April 1, 1898, another one; April 19th, another one; June the 29th, another one; June the 15th, another one; June the 21st, another; June 21st, another; June 23d, another charge of the same character. Here is Officer Luerksen, charged on May 28, 1898, with failure to pay a debt; June 4, 1898, the same; November 14th, same; January 9, 1899, same; January 17, 1899, the same; February 10th, the same; May 5th, the same; June 16, 1899, June 28th, and June the 30th, the same. Now interspersed with these debt complaints are such entries as this: January 14, 1898, absent without leave, reprimand; January 29th, absent from post, coming from liquor store, two days' fine; February 3d; absent from special post, in telegraph office connected with a liquor store, three days' fine;

May 15th, absent from rollcall, one day's fine; June 28th, did not properly patrol, one day's fine; June 29th, absent from outgoing rollcall, reprimand; December 1st, did not properly patrol, could not be found, one day; February 5, 1899, absent from post and in telegraph office, two day's fine; March 21st, absent from post and in a telegraph office, two day's fine; April 2d, did not properly patrol, could not be found, four and one-half days' fine. Now, these convictions are mixed in with these debt complaints, showing the absolute lack of an officer like spirit in the men, if these convictions are correct, and an absolute inability to command the men by the commissioners, before whom they have to be tried. Here in these few months are any number of serious complaints of failure to patrol, coming from liquor stores, being found in buildings, one, two and three days' fine, mixed up with these cases of failure to pay debts. I don't know what I am going to do with the immense amount of this kind of testimony that is here; I have tried to sift it, but there is four boxes of it, and every officer—nearly every officer in the room has been convicted of some serious offense, intoxication, assault, insubordination—why it is a most alarming thing to see the number of convictions for insults to superior officers, insubordinations, disobedience to officers, and roundsmen report to the commissioners, who are the trial officers, that an officer has used abusive language to him, and the officer receives a reprimand or a fine of one, two, three, four or five days' pay and goes back to do the same thing over again. I have here the record of Officer Patrick Keenan. I noticed in the "City Record" the other day a letter from Martin Engle to the police commissioners recommending policeman Patrick Keenan for promotion. So I sent up to the complaint clerk to get Patrick Keenan's record and I find it on two of these yellow sheets; it takes two to hold it: April 5, 1898—This is a fair illustration—reported at the office of the first inspection district at 10 a. m. and did not report at the stationhouse until 12.30 and refused to obey the order of the sergeant; convicted and fined five days' pay. There is discipline. May 25, 1898, absent from post, in shoe store, reprimanded; September 26th, has failed to pay a debt, no disposition of the case; October 13th, neglected to comply with order of inspector—there

is another case of discipline—fined five days' pay. October 14th, failed to procure a new uniform, as ordered, five days' pay; October 28th, absent from rollcall, two days' pay; November 2d, did not properly patrol, three days' pay; January 27, 1899, absent from post, reprimanded; February 10th, absent from reserve rollcall, three days' pay; March 3d, absent from outgoing rollcall, two days' pay; March 14th, absent from rollcall and inspection of uniforms and fire keys, one day's pay; April 26th, absent from post and standing at the bar of a liquor saloon, twenty-five days' pay—that would be called a stiff fine, but of course that case naturally stands in connection with what has gone before it in the disposition of the case—May 5, 1899, absent from return rollcall, five days' pay; same day, did not properly patrol, reprimanded—I want you to notice Mr. Chairman, how the grade of these offenses increases, how the severity of the offense increases, because of the intolerance—May 8th, sickness and disability caused by intemperance, thirty days' pay. Now that officer had already received a fine of twenty-five days for being found standing at the bar of a saloon instead of being on his post; now they find him drunk and they simply fine him. July 3d, absent without leave, not decided; same date, failed to patrol special post, not decided; July 6th, absent from post and under influence of liquor, not decided; July 5th, left post and found at Bergen Beach, not decided; same date, absent without leave two hours and twenty-five minutes, not decided; same date, absent without leave two hours and fifteen minutes, not decided; July 7th, absent without leave twenty-six and one half hours, not decided; July 11th, absent without leave twenty-four hours and one-half, not decided; July 11th, refused to sign charges and specifications, not decided. Mr. Hammond just informs me that when the subpoena was left for this man yesterday at the stationhouse, Sixty-eighth precinct, the man was not there. The sergeant said he would have to take the subpoena and deliver it to him, for he was home drunk. This is the man recommended for promotion by Mr. Engle, the leader of that district; if he had been a little careful he might have had a better chance; but he has gone too strong, and Mr. Chairman, there are so many of these things when I strike this line, that come crowding up. We have had a great deal of

difficulty to locate the officers under subpoena from the fact that officers are transferred so frequently now by the chief of police that it is all the record clerk can do to tell you where they are; the chief produced under his subpoena his transfer book, and on to some time in June I had that transfer book copied. For the time that the chief took command until that period in June the transfers made by him aggregated about 6,700. These transfers have been going on to even a larger extent since that book was copied. Officers really don't know where they belong; don't know where they are going to. What the purpose can be of mixing up the force, taking men from one borough and sending them into another, transferring them from one end of the city to the other end, changing them about constantly, what the purpose of it can be, certainly the chief of police gave us no information when he was inquired of about it; he could give no intelligent reason for it. Now, as another example—I want to get these records out of my hands: There is the case of Andrew Schoeller. On the 24th of February, 1898, he was convicted, or at least a complaint made on that day, and March 16th he was convicted, of entering the stationhouse so much under the influence of liquor as to be unfit for duty. He was fined thirty days' pay. March 15th, absent from rollcall, five days' pay; July 3d, absent from outgoing rollcall, reprimanded; July 5th, absent from special post, two days' pay; July 6th, did not properly patrol, one day's pay; October 16th, under influence of liquor, thirty days' pay. He invariably returns. Charles W. Sprague is another illustration: February 27, 1898, absent without leave forty minutes, reprimanded; November 11th, absent without leave from 8 a. m. to 6.30 p. m., ten days' pay; same day, and convicted the same day, rendered himself unfit for duty by an excessive use of liquor, twenty days' pay; that was November 11th; December 18th, unfit for duty by excessive use of liquor, being in an intoxicated condition while on duty, fifteen days' pay—five days less than the other time. Another illustration is the case of Charles A. Cooke: May 8, 1898, absent from post and in a restaurant, reprimanded; September 27th, absent from post and in a cigar store, reprimanded; November 6th, absent from post and in a restaurant, reprimanded;

December 17th, absent from outgoing rollcall, fined three days' pay; January 13, 1899, absent from post and in a hotel, one day's pay; February 4th, not properly patrol, one day's pay; March 2d, left post without being relieved and returned to stationhouse in an intoxicated condition, fined ten days' pay; March 3d, absent from post and in the Stevens House, three days' pay; March 6th, in conversation with a woman on Seventh avenue, fined ten days' pay, and the same day absent from post sitting at a table with a woman in a private room of a liquor saloon, fined fifteen days' pay. James F. McGary: April 5, 1898, absent from return rollcall, reprimanded; April 16th, failed to discover a burglary, complaint dismissed; March 13, 1899, did not properly signal, three days' pay; March 13, 1899, did not properly patrol, three days' pay; same day, used insulting and abusive language to superior, five days' pay; same day, under the influence of liquor, unfit for duty, fifteen days' pay; on the 23d of March, soon after it, failed to signal and was reprimanded; June 23d, coming out of a laundry during patrol duty, fined two days' pay; same day, the very same day, sitting in a hotel during patrol duty, fined four days' pay; June 28th, failed to appear for trial, not decided; June 28th, sitting in a hotel barroom smoking, not decided. Joseph Hackett is another instance: On the 21st of January, 1898, under the influence of liquor and unfit for duty, fined ten days' pay; February 6th, less than a month after that, under the influence of liquor, unfit for duty, fined ten days' pay. Thomas B. Hickman: April 28, 1898, under the influence of liquor, ten days' pay; November 10th, found intoxicated while off duty and in plain clothes, ten days' pay. The complaint clerk has furnished two lists which ought to come in now. I will quote merely the figures from the first statement: June the 3d, to the chief clerk: "As directed by you, I herewith report the following record of the number of cases tried by the police board and commissioners and each commissioner individually, separated as to the nature of the charges, and showing the aggregate number of dismissed complaints, dismissals from the force, number of days' fines, and the cause of dismissal; 1898, charges tried before Commissioner York, whole number of cases, 1,073, as follows: Violation of rules and neglect of duty, 932; intoxication, 38; citizens' complaints,

103. Out of this 1,073 cases 141 complaints were dismissed, 308 officers were simply reprimanded, and the total number of days' fines was 2,948 days; dismissed from the force, 14. Mr. York may be called the severe member of the board, if it is possible to find a severe judge in that body.

Charges made in the year 1898 and tried before Commissioner Sexton: Whole number of cases, 1,120, as follows: Complaints dismissed, 130; dismissals from the force, 5; reprimands, 570; total number of days' fines, out of 1,120 cases, 908.

Mr. Moss—I should call your attention to the fact that a large number of these dismissals are automatic dismissals. The law provides when a policeman has been absent from duty for five days he stands dismissed by the law. Nevertheless the commissioners always make out a complaint and serve a notice, if possible, upon the absent officer, and it goes through the form of a complaint and conviction; but when the five days' absence occurs the commissioners have no option but to dismiss from the force, by virtue of a legal enactment, and a great many of the dismissals are of that kind.

Charges made in the year 1898 and tried before Commissioner Abell: Whole number of cases, 263, as follows: Reprimands, 32 complaints dismissed, 64; number of days' fines, 656½.

Charges made in the year 1899, tried before Commissioner York: Whole number of cases, 528, as follows: Complaints dismissed, 36; reprimands, 88; number of days' fines, 1,028—an average of not quite two days for each case.

Complaints made in the year 1899, tried before Commissioner Sexton: Whole number of cases, 463, as follows: Complaints dismissed, 37; reprimands, 107; number of days' fines, 502.

Charges made in the year 1899, tried before Commissioner Hess: Whole number of cases, 224, as follows: Reprimands, 10; complaints dismissed, 4; number of days' fines, 239½.

Charges made in the year 1899, tried before Commissioner Abell: Whole number of cases, 59, as follows: Complaints dismissed, 53; reprimands, 43; number of days' fines, 436½.

List of cases offered in evidence as follows:

POLICE DEPARTMENT OF THE CITY OF NEW YORK,

300 MULBERRY STREET, *June 3, 1899.*WILLIAM H. KIPP, *Chief Clerk:*

Sir—As directed by you, I herewith report the following record of the number of cases tried by the police board and commissioners, and each commissioner individually, separated as to the nature of the charges, and showing the aggregate number of dismissed complaints, dismissals from the force, number of days' fines and the cause of dismissal:

Charges made in the year 1898 and tried before Commissioner York:

Whole number of cases.....	1,073
Violation of rules and neglect of duty.....	932
Intoxication	38
Citizens' complaints.....	103
Number of days' fines.....	2,948
Reprimanded	308
Complaints dismissed.....	141
Dismissed from the force.....	14

The dismissals from the force are as follows:

A. E. Egan, absence without leave, disrespectful in trial-room and abusive language to superior officer.

John J. Shea, intoxication.

J. J. McAuliffe, assaulting a citizen.

J. Bendon, assaulting a citizen.

W. B. Smith, intoxication.

W. J. Manley, leaving his post without being relieved, absence from duty 16 hours on one occasion and 25 hours on another occasion.

H. B. Gerow, absence without leave and not properly patrolling.

Alexander Bloch, receiving \$500 for the purpose of procuring the appointment on the force of one Gallagher.

J. H. Leaverty, absence without leave five days.

Charles E. Savage, intoxication and absence without leave on several occasions.

John H. Lilly, receiving bribe from one Vasteenberg.

John C. Henderson.

P. J. Rohn, absence without leave five days.

George H. Brown, absence without leave five days.

Charges made in the year 1898 and tried before Commissioner Sexton:

Whole number of cases.....	1,120
Violation of rules and neglect of duty.....	1,023
Intoxication	9
Citizens' complaints.....	88
Number of days' fines.....	908
Reprimands	570
Complaints dismissed.....	130
Dismissals from the force.....	5

These dismissals from the force are as follows:

B. M. Larkin, absent without leave for five days.

Hugh C. Kerr, absent without leave for five days.

George Thompson, absent without leave for five days.

Henry Krekel, off post and in a liquor store:

George Heckman, absent without leave for five days.

Charges made in the year 1898 and tried before Commissioner Hess:

Whole number of cases.....	371
Violation of rules and neglect of duty.....	342
Intoxication	1
Citizens' complaints	28
Number of days' fines.....	514
Reprimands	109
Complaints dismissed	42
Dismissals from the force.....	5

These dismissals from the force are as follows:

J. W. Hellion, absent without leave for five days.

William Dolan, absent without leave for five days.

W. O. Allen, absent without leave for five days.

Frederick Wagner, absent without leave for five days.

Guy A. Flick, absent without leave for five days.

Charges made in the year 1898, and tried before Commissioner Abell:

Whole number of cases.....	263
Violation of rules and neglect of duty.....	203
Intoxication	16
Citizens' complaints	44
Number of day' fines.....	656½
Reprimands	32
Complaints dismissed	64
Dismissed from the force.....	2

These dismissals from the force, and cause, are as follows:

P. Schuchman, intoxication.

Thomas J. Skelly, absent from reserve duty and chronic alcoholism.

Charges made in the year 1898 and tried before the full board, Commissioners York, Sexton, Hamilton and Phillips:

Whole number of cases.....	35
Violation of rules and neglect of duty.....	34
Intoxication	1
Number of days' fines.....	5
Reprimands	34
Complaint dismissed	1

Charges made in the year 1898 and tried before Commissioners Hess and Sexton:

Whole number of cases.....	37
Violation of rules and neglect of duty.....	34
Intoxication	1
Citizens' complaints	2
Number of days' fines.....	52
Reprimands	13
Complaints dismissed.....	5

Charges made in 1898 and tried before Commissioners York and Hess:

Whole numer of cases.....	48
Violation of rules and neglect of duty.....	44
Citizens' complaints.....	4
Number of days' fines.....	79½
Reprimands	12
Complaints dismissed.....	4

Charges made in the year 1898 and tried before Commissioners Abell and Sexton:

Whole number of cases.....	54
Violation of rules and neglect of duty.....	51
Citizens' complaints.....	3
Number of days' fines.....	154
Reprimands	12
Complaints dismissed.....	8

Charges made in the year 1898 and tried before Commissioners York and Abell:

Whole number of cases.....	68
Violation of rules and neglect of duty.....	56
Intoxication	1
Citizens' complaints	11
Number of days' fines.....	157
Reprimands	9
Complaints dismissed.....	20

Charges made in the year 1898 and tried before Commissioners York and Phillips:

Whole number of cases.....	10
Violation of rules and neglect of duty.....	9
Intoxication	1
Number of days' fines.....	34
Reprimand	1
Complaints dismissed.....	2

Charges made in the year 1898 tried before Commissioner Hamilton:

Whole number of cases.....	411
Violation of rules and neglect of duty.....	393
Intoxication	2
Citizens' complaints.....	16
Number of days' fines.....	296
Reprimands	169
Complaints dismissed.....	88
Dismissed from the force.....	3

These dismissals and the causes of dismissal are as follows:

Z Zinke, absent without leave for five days.

James F. Mallon, absent without leave for five days.

Joseph T. Demody, entering a café and taking jewelry from a citizen.

Charges made in the year 1898 and tried before Commissioner Phillips:

Whole number of cases.....	39
Violation of rules and neglect of duty.....	30
Intoxication	4
Citizens' complaints.....	5
Number of days' fines.....	140
Reprimands	4
Complaints dismissed.....	10
Dismissed from the force.....	1

Dismissal from the force, E. F. Curley, absence from post, asleep and under the influence of liquor.

Charges made in the year 1899, tried before Commissioner York:

Whole number of cases.....	528
Violation of rules and neglect of duty.....	476
Intoxication	15
Citizens' complaints.....	37
Number of days' fines.....	1,028
Reprimands	88
Complaints dismissed.....	36
Dismissed from the force.....	11

The dismissals from the force and the causes of dismissal are:

Michael F. Riley, intoxication, absence from post, absence without leave etc.

Frank Bolles, off post, drinking, neglect to report for duty, etc.

Edward Reilly, off post, in liquor store, absence without leave.

Charles J. Shields, absence from duty.

Gustav Weil, intoxication and absence from post.

Daniel E. Hawkins, absence without leave.

Patrick J. Harrison, intoxication, off post, absence without leave.

Richard J. Holland, taking from a prisoner a ring and failing to report and surrender same at his stationhouse.

William A. Dolan, off post in a liquor store, off post in a railroad station, off post in a market.

Charles T. Jewell, absence without leave for five days.

Isidore Light, not properly patrolling and coming from a liquor store.

Charges made in the year 1899, tried before Commissioner Sexton:

Whole number of cases.....	463
Violation of rules and neglect of duty.....	429
Intoxication	4
Citizens' complaints.....	30

Number of days' fines.....	502
Reprimands	107
Complaints dismissed.....	37

Charges made in the year 1899, tried before Commissioner
Hess:

Whole number of cases.....	224
Violation of rules and neglect of duty.....	188
Intoxication	8
Citizens' complaints.....	28
Number of days' fines.....	239½
Reprimands	10
Complaints dismissed.....	4

Charges made in the year 1899, tried before Commissioner
Abell:

Whole number of cases.....	369
Violation of rules and neglect of duty.....	315
Intoxication	15
Citizens' complaints.....	39
Number of days' fines.....	436½
Reprimands	43
Complaints dismissed.....	53
Dismissed from the force.....	2

The dismissals from the force and causes of dismissal are:

George H. Alfield, absence without leave for five days.

Joseph J. Walsh, absence without leave for five days.

Charges made in the year 1899, tried before Commissioners
Hess and Sexton:

Whole number of cases	104
Violation of rules and neglect of duty.....	100
Citizens' complaints	4
Number of days' fines	114½
Reprimands	24
Complaints dismissed	6

Charges made in the year 1899, tried before Commissioners
York and Hess:

Whole number of cases	61
Violations of rules and neglect of duty.....	54
Citizens' complaints	7
Number of days' fines	55
Reprimands	8
Complaints dismissed	4

Of the whole number of citizens' complaints, 270 were for neglect to pay debts. This report is made up to May 25, 1899.

Respectfully yours,

R. S. PETERSON,

Complaint Clerk.

The following is a list of the officers dismissed from the force since January 1, 1898, with the causes of dismissal and the charges pending against them at the time of their dismissal. I will offer this in evidence and save the reading of as much of it as I can, but will examine it and state the number of dismissals from the force and the cases where the dismissal was for intoxication, and in special cases. There appear to have been since 1898 forty-eight dismissals from the force. James Bendon was dismissed for assaulting a citizen. There was no other charge against him at the time. Alexander Bloch was dismissed for receiving \$500 from a citizen as a consideration for securing his appointment on the police force. Frank Bolles was dismissed on the charge of being off post, drinking and using profane language, but there were two other charges pending against him at the same time, one for failing to report for duty when ordered by the police surgeon and the other for absence from reserve duty. James Buckley was dismissed upon one specification of intoxication and unfit for duty, but there were nine other cases pending against him at the same time. Alfred Bronfleck was dismissed for being absent from post and in a liquor saloon drinking, but there were four other cases pending against him at the same time. Edward F. Curley was dismissed for being off post asleep and under the influence of liquor, but another charge of the same kind was

pending against him at the same time. William A. Dolan was dismissed for being absent from post and in a liquor store three different times, and there were also pending against him three other charges, one for absence without leave for five days. John Driscoll was dismissed for intoxication, but there were three other charges of intoxication pending against him at the same time and under serious charges. John C. Henderson was dismissed for inducing one Van Steinberg to pay money as a consideration for securing him an engineer's license. That man has since been tried in the criminal courts and acquitted; also another man named Lilly. Patrick J. Harrison dismissed on five charges. A sixth one was pending. Two of them were for intoxication. Daniel E. Hawkins was dismissed under a charge of drunkenness, but there were two other serious charges against him. Patrick Mulcahy was dismissed for being under the influence of liquor, but there were three other charges against him at the same time, one of them being for intoxication. Jeremiah J. McAuliffe was dismissed for assaulting without cause several women. Michael F. Ruiley was dismissed on nine charges and two others were pending. This is one of the progressive cases. The first charge did not properly patrol and was seen coming from the post-office; second, acting in a boisterous and threatening manner and used vile language to his superior officer; third, under the influence of liquor; fourth, absent from special post; fifth, failed to be armed with a revolver while on patrol; sixth, absent from post and sitting in a candy store; seventh, under the influence of liquor; eighth, absent from post in a tailor's shop and refused to patrol when ordered to do so; ninth, absent from special post and failed to relieve. Pending charges: Failed to be armed with regulation revolver; second, absent without leave for fifty-seven hours and thirty-five minutes. John J. Shea was dismissed from the department under three separate charges of drunkenness. There had three charges accumulated before he was dismissed. Thomas J. Skelly was dismissed for absence from reserve duty, but there were pending against him two separate complaints of intoxication and excessive indulgence in alcoholic liquor, so that it became chronic. Peter Schuchman was dismissed on one charge, being under the influence of liquor, but there were four other charges. Ward B. Smith was dismissed

for intoxication and disorderly conduct, but there were six other charges pending at the same time. Gustav Weil was dismissed for absence from post, being under the influence of liquor, and another charge of being absent from post. The case of Charles A. Savage is one of those progressive cases: On the 25th of February, 1898, he was charged with having failed to pay a debt; on the 16th of March he was charged again with having failed to pay a debt; on the 11th of August he was charged again with having failed to pay his debts, this by three different persons; on the 27th of August he was charged with having applied for a court summons without the consent of the superior officer; on the same day he was charged with having entered the private premises of a citizen and made use of vile and indecent language; on the 7th of September he was charged with having failed to pay a debt to another person; on the 15th of October he was charged with absence from return rollcall; on the 21st of October he was charged with absence without leave; on the 24th of October he was charged with having been absent without leave and reported sick by messenger; on the 8th of November absent without leave twice; on the 1st of December he failed to appear for trial at the courtroom; on the 9th of December he was absent from rollcall; on the 13th of December, intoxication, feigning sickness, absent from residence without leave and failing to report for duty when so ordered; on the 13th of December he failed to appear for trial at the borough of Brooklyn. Now, you will notice how these charges accumulated through the year, none of them disposed of until the 9th of January, 1899, when the commissioners dismissed him from the department. The reading from this list has shown what I undertook to show, that there has been no dismissals from the force for the sole cause of intoxication; there are dismissed officers who were guilty of intoxication, but their cases were involved with other offences. There were pending at the time of this statement the cases of William F. Sullivan, under the influence of liquor and unfit for duty; William Ernst, striking a citizen with his fist without cause; James J. A'Hearn, assaulting a citizen without arresting him; William Drinkwater, under the influence of liquor and unfit for duty; Isaac M. White, having reported sick, refused to remain in the stationhouse until the arrival of the police surgeon; Donald

McLean, striking with his club a woman, Lena Becker, without cause; Hugh McDonough, using vile and threatening language to a citizen; Michael Roche, under the influence of liquor and unfit for duty; John E. Uhl, assaulting a citizen with his club without cause; Peter Campbell, using unbecoming language to a woman, Mrs. Jessie K. Battersby; James Carter, under the influence of liquor and unfit for duty. On the date when this was made out, July 13, these cases which were accounted serious by the complaint clerk had been tried, but no decision had been made. List offered in evidence.

The following is a list of officers dismissed from the force since January 1, 1898, with the cause of dismissal, and the charges pending against them at the time of their dismissal: Milton O. Allen, absent five days without leave; dismissed December 27, 1898. George H. Alfield, absent five days without leave; dismissed March 28, 1899; charge pending, absent from inspection. James Bendon, assaulting a citizen; dismissed July 8, 1898. George M. Brown, absent five days without leave; dismissed July 8, 1898. Alexander Bloch, receiving \$500 from a citizen as a consideration for securing his appointment on the police force; dismissed November 18, 1898. Frederick H. Bergman, absent five days without leave; dismissed June 9, 1899; charges pending, absent from reserve; not in proper uniform at inspection; did not patrol properly; absence from rollcall and disobedience of orders; absence without leave, reporting sick; reported sick, and found to be suffering from chronic alcoholism. Frank Bolles, off post, drinking and using profane language; dismissed February 6, 1899; charges pending, failing to report for duty when ordered by the police surgeon; absent from reserve duty. James Buckley, did not properly patrol; did not properly signal; did not properly relieve; absent from rollcall; did not properly relieve; off post and in a liquor store; intoxicated and unfit for duty; absent without leave, and reported sick; did not properly signal; did not properly patrol; dismissed June 2, 1899, on ten charges. Alfred Bromfleck, absent from post and in a liquor store; intoxicated and unfit for duty; absent from post and in a liquor saloon drinking; dismissed July 14, 1899, on three charges; charge pending; absent from post, in the hallway of a liquor saloon, drinking a glass of whiskey. Edward F. Curley, off post,

asleep and under the influence of liquor; dismissed March 1, 1899; charge pending, off post and under the influence of liquor. William A. Dolan, off post and in an oyster market; off post and lying down in a railroad depot; off post and in a liquor store; dismissed February 6, 1899, on three charges; charges pending, absent from rollcall; in a liquor saloon in full uniform; absent five days without leave. John Driscoll, absent from drill; absent from post and under the influence of liquor; absent from post; on the sick list because of overindulgence in intoxicating liquor; dismissed June 2, 1899, on four charges; charges pending, did not properly patrol; under the influence of liquor; absent from post and in a liquor saloon. William Dolan, absent five days without leave; dismissed on December 27, 1898; charges pending, absent 27 minutes without leave; failing to appear for trial; absent five days without leave. Andrew C. Egan, abusive to superior officer; disrespectful in trial room; absent from duty for 37 hours; dismissed on April 6, 1898, on three charges; charge pending, absent five days without leave. Herman B. Gerow, absent from reserve duty; absent from rollcall; did not properly patrol; dismissed September 15, 1898, on three charges; charge pending, failing to prevent a burglary on his post. John C. Henderson, inducing one Van Steinberg to pay money as a consideration for securing him an engineer's license; dismissed April 6, 1898. Patrick J. Harrison, absent without leave; unfitting himself for duty by the use of alcohol; absent without leave; absent from post; did not properly patrol; dismissed January 18, 1899, on five charges; charge pending, intoxicated and feigning sickness. James W. Hellion, absent without leave five days; dismissed July 20, 1898; charges pending, absent without leave; absent without leave; absent without leave; absent from his residence without leave while on the sick list. George H. Hickman, absent five days without leave; dismissed June 11, 1899; charges pending, absent two days and seventeen hours without leave; feigning sickness and disobeying orders. Daniel H. Hawkins, under the influence of liquor; absent without leave; dismissed January 18, 1899, on two charges; charge pending, using profane language to a citizen. Charles T. Jewell, absent five days without leave; dismissed January 30, 1899. Andrew A. Klippert, absent from his residence without the permission of police surgeon; did not

properly signal; did not properly patrol; did not properly signal; absent from rollcall; absent from post and in a liquor saloon; dismissed July 7, 1899, on six charges. Hugh C. Kerr, absent five days without leave; dismissed May 11, 1898. John H. Lilly, inducing one Van Steinberg to pay money as a consideration for procuring him an engineer's license; dismissed April 6, 1898. Bernard M. Larkin, absent without leave five days; dismissed March 16, 1898; pending charges, in a liquor store in uniform; did not properly patrol; leaving his residence without permission of police surgeon while on sick list; failing to appear for trial; absent without leave and reported sick; feigning sickness; failing to appear for trial. James H. Lavery, absent five days without leave; dismissed December 7, 1898; pending charges, did not properly patrol; did not properly signal; absent five days without leave; absent without leave and disobedience of orders. Isidore Light, did not properly patrol his post and was seen coming from a liquor store; dismissed February 1, 1899; pending charges, neglect to pay a debt; failing to report as ordered; neglect to pay a debt; neglect to procure winter uniform as ordered; did not properly patrol, and was seen coming from a restaurant. Patrick Mulcahy, under the influence of liquor; dismissed June 2, 1899; pending charges, under the influence of liquor; absent from post; failing to report for special duty as ordered. James F. Mallon, absent six days without leave; dismissed May 9, 1898; pending charges, absent from rollcall; absent from rollcall; absent without leave five days; feigning sickness. William J. Manley, not properly relieving and failing to return to the stationhouse for eight hours; leaving his post without being relieved and twenty-five minutes late for return rollcall; absent without leave for twenty-five hours and thirty-five minutes; absent without leave for six hours and fifty-five minutes; dismissed on four charges, September 6, 1898; pending charges, absent from rollcall; absent five days without leave; made false representations; acted in a disorderly manner and refused to obey orders of superior officer; absent without leave for two days, one hour and fifty-five minutes. Jeremiah J. McAuliffe, assaulted without cause several women; dismissed April 11, 1898. Peter J. Rohn, absent without leave; absent without leave for five days; dismissed January 18, 1899, on two charges; pending charges,

absent without leave; absent without leave; absent without leave. Thomas F. M'Tiernan, absent from drill; dismissed January 2, 1899. Michael F. Reilly, did not properly patrol and was seen coming from the post-office; acted in a boisterous and threatening manner and used vile language to his superior officer; under the influence of liquor; absent from special post; failed to be armed with revolver while on patrol; absent from post and sitting in a candy store; under the influence of liquor; absent from post in a tailorshop and refused to patrol when ordered to do so; absent from special post and failed to relieve; dismissed April 4, 1899, on nine charges; pending charges, failing to be armed with regulation revolver; absent without leave for fifty-seven hours and thirty-five minutes. Edward Reilly, absent from post, sitting in a liquor saloon; absent without leave for five days; dismissed April 3, 1899, on two charges; pending charges; neglect to pay a debt; absence from rollcall. John J. Shea, under the influence of liquor; under the influence of liquor; under the influence of liquor; dismissed April 6, 1898, on three charges; pending charges, absent from rollcall and reported sick; excessive indulgence in alcoholic liquor; on the sick list suffering from chronic alcoholism. Peter Schuchman, absent from rollcall; under the influence of liquor; sitting while on patrol duty; dismissed December 2, 1898, on three charges; pending charges, absent from rollcall. Charles A. Savage, absent from rollcall; absent five days without leave; absent without leave and reported sick; absent without leave; absent without leave; intoxication, feigning sickness, and failing to report for duty when ordered to report; dismissed January 9, 1899, on six charges; pending charges, neglect to pay a debt; neglect to pay a debt; using indecent language to a citizen; applying for a warrant without permission; neglect to pay a debt; failing to appear for trial as ordered; absent from rollcall and reported sick; failing to appear for trial. Ward B. Smith, intoxicated and disorderly, and was locked up; dismissed July 20, 1898; pending charges, failing to report as ordered; failing to report as ordered; failing to report as ordered; failing to report as ordered; reported sick, and was absent from his residence when visited by the police surgeon; feigning sickness; using insolent language to

police surgeon. Charles J. Shields, absent from reserve duty; dismissed January 26, 1899; pending charge, neglect to pay a debt. Charles Tristram, absent five days without leave; dismissed June 2, 1899. George Thompson, absent five days without leave; dismissed December 27, 1898. Joseph J. Walsh, absent five days without leave; dismissed March 15, 1899. Gustave Weil, absent from post and under the influence of liquor; absent from post; dismissed April 3, 1899, on two charges. Frank Wekerle, absent from duty without leave for four days and twenty-three hours; absent from duty for seven days; dismissed June 30, 1899, on two charges; pending charges, failing to attend at public school; failing to appear for trial; failing to report for drill; absent without leave. Frederick Wagner, absent for five days without leave; dismissed February 1, 1899; pending charge, absent from residence while on the sick list without permission of police surgeon. Henry Zinke, absent for five days without leave; dismissed January 31, 1898; pending charges, absent from rollcall; absent without leave; absent from his residence when visited by police surgeon; refusing to sign acknowledgment of service of charges and specifications.

Also, a statement of eleven cases of assault, intoxication, disobedience, disrespect, or other conduct unbecoming an officer, tried and not yet decided: William F. Sullivan, under the influence of liquor and unfit for duty; tried April 18, 1899. William Ernst, striking a citizen with his fist without cause; tried June 20, 1899. James J. Ahearn, assaulting a citizen without arresting him; tried June 22, 1899. William Drinkwater, under the influence of liquor and unfit for duty; tried June 27, 1899. Isaac M. White, having reported sick, refused to remain in the stationhouse until the arrival of the police surgeon; tried June 29, 1899. Donald McLean, striking with his club a woman (Lena Becker) without cause; tried July 11, 1899. Hugh McDonough, using vile and threatening language to a citizen; tried July 11, 1899. Michael F. Roche, under the influence of liquor and unfit for duty; tried July 11, 1899. John C. Uhl, assaulting a citizen with his club without cause; tried July 11, 1899. Peter Campbell, using unbecoming language to a woman (Mrs. Jessie K. Battersby); tried July 11, 1899. Peter Campbell, using im-

proper and insulting language to a woman; tried July 11, 1899. James C. Carter, under the influence of liquor and unfit for duty; tried July 13, 1899.

Gottlieb Bosatka was convicted on the 9th of January upon this specification: That said patrolman, Gottlieb Bosatka, on the morning of September 1, 1898, at about 12.30 o'clock, at the corner of Thirty-third street and Seventh avenue, did accost one Thomas W. Driggsby, and address him as follows: "Rubber necking! What do you want around here? I will teach you pimps a lesson." Shoved, shoved and pushed him with his club; arrested him, after which he assaulted him, striking him with his club once or twice on the leg, and when in the stationhouse he said officer, Gottlieb Bosatka, again struck him across the hand with his club. The accusation is that that was done without any cause. That, sir, is assault, at least in the second degree. If done by a citizen without cause would send him to State's prison or the penitentiary. The police commissioners found him guilty and fined him ten days' pay.

HENRY C. WILLIAMS, called as a witness, being duly sworn, examined by Mr. Moss, testified as follows:

Mr. Moss—The accusation against you on this statement is "That said Officer Henry C. Williams did, on the morning of March 2, 1898, between 10 and 11 o'clock, on Ninth avenue, between Twelfth and Gansevoort streets, assault one Joseph J. Flynn, struck him with his fists a violent blow on the jaw, knocking him down, and when asked for his number the said Officer Williams did again strike the said Flynn with his fist a violent blow over the left eye, knocking him down; complainant, Joseph J. Flynn. The officer was fined two days' pay—found guilty of that and fined two days' pay.

The Witness—I denied this and I deny it now. I feel I was convicted against the burden of testimony, against the evidence of his own witness. He said he fell when I pushed him away from me and struck his eye on a barrel. It will appear so on the minutes of the stenographer. Now, he claimed he fell and struck his head against the barrel. These facts came out upon the tes-

timony, and I claim that against the evidence and against the testimony of the complaining witness I was convicted.

Mr. Moss—Now, you are entitled to that statement, but the commissioners—the point is that the commissioners finding the man guilty, with the view of the case that he has, fined him two days' pay. If the man was not guilty, if the complaining witness testified falsely, or contradicted himself the officer was entitled to dismissal of the complaint, one way or the other. The persons that are responsible are the police commissioners.

Examined by Mr. Boland:

I have lived in New York since 1890. I was appointed in 1896. I can't tell what commissioner appointed me. I had an examination, a civil service examination.

Examined by Mr. Hoffman:

I was appointed in February, 1896. The commissioners of the police at that time were Commissioners Roosevelt, Grant, Andrews and Parker.

Mr. Moss—Officer Joseph O'Brien was tried before Commissioner Hess. The specification upon which the officer was tried was as follows: "Said patrolman Joseph O'Brien was absent from his post and was in the beer bottling establishment of Albert Krumenaker at 512 and 514 West One Hundred and Sixty-sixth street at 10 p. m., November 30, 1898, during his tour of patrol duty; and while in said place did assault said Albert Krumenaker with his club, striking him on the head, and causing a severe scalp wound." Captain William F. Kirchner testified that being called on by Mrs. Krumenaker and being told that her husband had been assaulted by an officer, he went to the place of business of this gentleman and found Mr. Krumenaker sitting in the office entirely covered with blood and asked him how it happened. He said: "Officer O'Brien came into his place and got some beer and when requested to leave his place so he could retire he got into an altercation and assaulted him with his club." The officer admitted that he went in there; left his place and went in there. Mrs. Krumenaker testified that she was in bed and she heard her husband screaming

for help. She jumped out of bed and ran down stairs and found her husband lying on the floor and the officer over him. "He was not striking him; he had him down. I screamed for help and Mr. Gudlich heard me and came in and helped me pull him out." Mr. Gudlich corroborated that. That, sir, was assault in the first or second degree; certainly a felony. He was found guilty and fined thirty days' pay. William O'Shaughnessy was absent from his post and in a liquor saloon at No. 553 Eleventh avenue at 3.40 a. m., February 10, 1899, during his tour of patrol duty. Tried by Commissioner Sexton and fined three days' pay. Officers salaries range from \$800 to \$1,400, according to the length of time they have been on the force, so you can see that three days' pay is no very great sum.

JAMES HASSETT, called as a witness, being duly sworn, examined by Mr. Moss, testified as follows:

I am the officer who was accused of being under the influence of liquor in January, 1898, and in that case I pleaded guilty, and made an explanation about having been up with my sick wife. I have had a slight charge against me since that time.

Mr. Moss—I called this officer and read this case—the officer was fined three days' pay—I called this case for the special purpose of reading what Commissioner York said to the officer and to the assembled policemen in the trial room: "The commissioners are here this morning for the first time."

Q. You were fortunate enough to be on the first trial? A. Yes, sir.

Mr. Moss (continuing)—"They do not want to impose any severe punishment upon any one. This is our first appearance before the force over here, but we want you to understand and every other man on the force that the man who is brought before the commission here for intoxication, and the charge is proven against him, will be dismissed from the force. Now, you can understand that plainly and you can understand that

the commission means to carry that rule out. You pay a fine of three days' pay and don't come here again."

"The defendant—I have taken a pledge, Mr. Commissioner.

"Commissioner York—All right. Now you understand what it is."

Examined by Mr. Hoffman:

I have been on the police force three years the 20th day of October. The date of my appointment was October 20, 1896. I made application through the civil service for the appointment. I received a percentage of 89. I have been in the city of New York about twelve years.

JACOB POHS, called as a witness, being duly sworn, examined by Mr. Moss, testified as follows:

I sold some jewelry to an officer named Shea on time, a diamond ring, for \$120. He paid me \$10 on it. There was an agreement between us, the ordinary agreement, by which I retained the ownership of the property until paid for. I think he paid something and the next thing I knew there was a pawn ticket returned, pawned on the same day for \$40. He paid me \$10 on a ring worth \$120 and then went and pawned it for \$40. Then I reported it to the commissioners. I had been there after that. I gave him some time to pay, and I went to see Commissioner Sexton about the matter. I thought it was a shame for an officer to do anything of the kind. There were several other officers I had complaints made about them about the same thing. He told me to call again, and he would see what he could do, and I went again several times, and couldn't see the commissioner. I finally went there again and I met him and he told me to see the clerk, Peterson. I saw him and he told me he would put it before the president of the board, Mr. York, and I had it there about ten weeks, I guess, or two months, and I never heard of it since, until I was subpoenaed yesterday morning. I have read in the Jewelers' Weekly that Commissioner York has announced that he will not do anything with cases where police officers have bought jewelry on time;

that jewelers ought to know better than to sell jewelry to policemen.

Q. That has been stated to you by one of the officers of police headquarters personally? A. Yes, sir.

Mr. Moss—Now, here is another case, Mr. Chairman, where an officer is guilty of that which would send a private citizen to jail.

The Witness—I have an order of arrest against three officers. I did not arrest him. It takes too much time. I can't find him and one thing and another, and I don't know what time they are off. I have three; one against Carl H. Lewiston, one against Charles A. Brown, who since has turned in his shield, I believe, and gone to the Klondike; I couldn't find him; and I have an order of arrest against Mr. Shea. I have been caught this way just with these officers. I haven't sold any of them since last October.

Q. Were there any more than these three officers you have sold to? A. I have some.

Q. Did you have some trouble? A. No, sir, there are a few that pay me.

Mr. Moss—Mr. Chairman, every officer whose name I have called, substantially every officer in this court room, every officer represented in that bunch of papers, stands in about the same position as the officers whose cases have been mentioned, convicted of the most serious offenses and escaped on the most trifling punishment. I will read from this one case I have in mind now, that of Officer Patrick H. Berglan, seventh precinct; date of complaint, May 4, 1899; specification that said patrolman, Patrick H. Berglan reported sick at 12.19 a. m., May 3, 1899, and was examined by Police Surgeon Nanack, who found that his sickness or disability was caused by intemperance; ten days' pay. That was the fine.

AFTERNOON SESSION.

The committee met pursuant to adjournment at 2 o'clock p. m.

Present: Mr. Mazet (the chairman), Mr. Costello, Mr. Hoffman and Mr. Boland.

JEREMIAH MORAN, being duly sworn, testified as follows:

Examined by Mr. Moss:

Q. You are the man that we went to look after in Jamaica, and could not find you. We located you in Long Island City. Can you tell us how that was? Have you been transferred very much? A. Yes, sir; I have been transferred three times since the first of January, 1898, from One Hundred and Twenty-sixth street, it used to be the Twenty-ninth then, to Oak street, the Fifth precinct. It was the 11th of June, I believe, as well as I can remember, 1898. From there I was transferred to the Seventy-fourth, in Astoria, Long Island, and from there out to the Seventy-sixth, Flushing. And from there I am in the sub of the Seventy-sixth, that is, in Whitestone. I now live in 43 Flushing avenue, Astoria. I lived before they began to move me around on Boston avenue, Kingsbridge. I had a little house there of my own. I had saved up a little money and had built a little house. I had a mortgage on it, through the building and loan association. The fall of 1892 I built it, completed it, and went to live there on the 31st of October, 1892; moved in there; moved my family. When I was at One Hundred and Twenty-sixth street station I could go home to my meals; for a while I could. I have let my house. I do not unpack my furniture now. I cannot say why they are doing this to me. I have had a number of charges against me. I have had some severe attacks and generally I have been quite successful in defending my cases. There were three charges against me in one month. The complaints are dismissed on two of them, and I had a five days' fine on the third. That was a dispute between me and a foreman of a fire company. I have been asked to contribute money to a fund within the last year or so. They didn't specify only one fund. It was asked

twice. I was asked first the first week in March, 1898. I was asked for \$1. The man wouldn't explain for what purpose. He was collecting for the Patrolman's Benevolent Association. He was getting a dollar from each policeman. That was the assessment. It was a policeman that was collecting the money. I refused to pay. If you will kindly let me explain, I will do so about that. There was a roundsman in that precinct by the name of Langtry. During that month, a few days after the patrolman asked me for the dollar, the roundsman spoke to me down stairs one day. He said, "Why didn't I pay it?" I said, "I wouldn't pay it." He said, "You will be sorry." During that month of March afterwards he watched me day and night; dodged around Third avenue, where I had been on post—around show cases, where I was on post. One night, after I had done the first tour of duty from 6 to 12—if I remember rightly, it was on the 21st day, either that or the 23d of March, 1898. He was turning out at 12 o'clock with the platoon. I was on the first tour, and I had done it with another roundsman. He came up in front of four or five men. They usually came up that way, on post, and he was in front of them, four or five feet, so as to deceive me, I suppose, and I walked on one block off of the post. That was from One Hundred and Thirtieth street to One Hundred and Twenty-ninth street. My reason for going down was, I was yet living on Kingsbridge. It was my morning home, and one of my children was wanting a pair of shoes, and I took them. She had to have a pair. I took them coming down from my home at half-past 4 in the evening, and then I would have them in the evening and take them home so that she could wear them in the morning. In that way I came down to have them ready at 12 o'clock. It was ten minutes after 12, at the time when the roundsman came up, and he said, "What are you doing here?" I showed him the pair of shoes in my hand. I paid the man forty cents for them. He wouldn't have that. "Go back on post." I went back, and he made a complaint against me. I told Commissioner York the circumstances of the case; and the case was tried on the 31st of March, and it was in July afterwards—Mr. York left the case open yet, for investigation of those charges I made against the roundsman. I never heard about it any more, and the decision came down in July to me. I believe it was three days' fine. I

disremember whether it was two or three. I wanted to get the 1 o'clock train home, at Kingsbridge, and that was the reason I had the shoes with me. I went off duty at 12 o'clock. It was ten minutes after 12. I saw the relief coming up and I went down to the shoemaker on the corner of One Hundred and Twenty-ninth street. My relief had not come up when I left my post. They were one block away. I admit that. I admit the truth every time. It was never explained to me what that dollar was for. I did not hear any talk about it among the men. The next demand on me for money was last April, 25 cents. That was to defray the expenses of four men who were to go to Albany, or who had been to Albany, as they gave it to us. This assessment of 25 cents was laid on each man for the purpose of procuring for the men the eight-hour system. I did not contribute to that. I haven't heard of a demand made on the men for some money in the month of July. There was not a demand made for more, larger sums of money, than those two I have mentioned within this time, since 1898.

Q. Has there not been conversation among the men about sums of money being required from them? A. I haven't heard. They kept it pretty close from me, I guess, because I had the reputation of not paying assessments. I am on record in headquarters for not paying any illegal assessments. I never did and I told them I never would.

Examined by the Chairman:

I objected to that because I considered it unjust.

Examined by Mr. Moss:

It is the principle, certainly. I would as leave pay \$50 if it was right, as anything else. I remember making an arrest of a disorderly woman upon the complaint of a citizen when I was in one of the down town precincts, Oak street. I made the arrest myself. A lady by the name of Mrs. Hachell complained; a business lady on that corner twenty-nine or thirty years, she states to me. I arrested this disorderly woman. She was abusing her on her own step. She was a street walker—soliciting. That woman I arrested was detained at the station house. The sergeant spoke to me about it. He asked me what the charge was

against this woman. I stated to him I arrested her on the complaint of this lady. He says, "For what?" "Abusing her and calling her vile names on her own step." He said, "You didn't take her in for that?" Says I, "I did. I will do it every time she makes a complaint." The lady pulled her pocket book out and took one of her cards and handed it over to the sergeant. He said no more, and took the prisoner's name and entered the prisoner's name on the blotter. He objected to my arresting the woman. I believe she was known as a disorderly character. In endeavoring to perform my duty I have had difficulty with a number of my superior officers, the ward man. I blame him for a woman making a complaint against me on the 30th day of May. The point I make is that because of my independence of these assessments and my attempt to be fair in the matter of making arrests and not knowing friends or foes. I have had more or less difficulty in the department. I have had to defend myself against a number of serious attacks and in the several years I have had to put forth all the efforts I am capable of. In the matters I could not control, that is, in the matters of transfers, I have been transferred so continuously that I keep my goods packed ready to go at a minute's notice. An inspection of my home will tell you. I broke up as nice a home as any man has had. I have two girls going to school, as good as any man wearing the uniform to-day has. One is going to the high school, and has the highest marks; a girl of sixteen. This ward man is Hahn. I have never seen the ward man do anything. I have never seen him do any real police work. He goes around. I never had any conversation with him about what he does. He goes by me as if I were a serpent, or something of the kind. He didn't want anything to do with me, I guess. I believe I will be able to show that he trumped up this charge against me. I know he fetched the woman in the stationhouse on the 31st, and she accused me of being the man who had been making an arrest on the 30th, and I was not in the place where she states.

Q. The ward man must be doing something. What are you smiling about? A. Well——

Q. It is rather a delicate question to ask you to tell what the ward man is doing, is it not? A. Of course, I could not swear positively to what a man is doing, unless I am with him, and am

an eyewitness. I could answer as far as rumor goes; but otherwise I could not. I never like to say a thing unless I am positive, and can swear positively to what I know.

Examined by the Chairman:

It is a matter of general talk among the policemen, though, and among citizens, too, who come in the precinct to do business. I know several of them have spoken to me about Mr. Hahn. They wanted to see him before they would open their business.

Examined by Mr. Moss:

They were liquor dealers. No other kind of business. I would be on post, and they generally would say, "Where can I see Mr. Hahn, and when can I see him?" That is, the persons coming into the precinct to open saloons, where I have been on post, would ask me where they could see Mr. Hahn. The ward man has a good deal to do with the enforcing of the excise law. I have heard different things about Mr. Hahn, different things I don't like to say, unless I know.

Examined by the Chairman:

I have been on the force—in October I will be eighteen years—doing patrol still.

Examined by Mr. Moss:

I have been on the force eighteen years. I have never had a detail. I have been on the sidewalks all the time, regular patrol all the time. I have never been put in the courts or in any of the inside positions. It is a fact that there are a great many old officers who are pounding the sidewalks to-day. I have seen them. They are over there with me. I have seen five stripes on the arms of men who are still pounding the sidewalks over in Astoria there; a couple of men there. That means over twenty-five years. There are a great many places where policemen are detailed to do duty indoors. After a man has patrolled a great many years, he is liable to have varicose veins and rheumatism, and you are striking me right there. I could show it right away. I don't know that the court squads and the inside work—those positions are filled with old men now. I have seen younger men

than I am in years in those places, I believe, anyway, or in service. We get very explicit instructions about enforcing the excise law, to see that the excise law is carried out to the letter, and shades up so that the bar can be seen, and in prohibited hours to have no drink sold. All the points of the excise law are mentioned to the patrolmen by the captain and the patrolmen are ordered to enforce the law.

Q. Why do you not do it? A. I am afraid to do it.

Q. Why? A. Because of my position.

Q. If you have orders from your superior officers to enforce the law, and you disobey those orders, you are liable to be put on trial and broken for disobedience to orders. How is that? A. That may all be, but when I do my duty I am put on trial also.

Q. Where is the danger of attempting to enforce the excise law? What is the danger? A. The danger is of having charges trumped up against me.

Q. Is it a danger from your immediate superiors, or is it a danger from the politicians that are interested in liquor saloons? Where do you look for the hand that strikes? A. The way it is now, I couldn't really answer that as I would like to. I cannot.

Q. Why? Because you hesitate to answer? Do you know? A. No, sir; I do not.

Q. Is it not a fact that the whole police force feels that way about the excise law? A. All patrolmen; yes, sir; as far as I ever heard any one speak. I know very well that liquor is sold in the majority of saloons on Sundays, and I know that in many of the saloons the shades are not up on Sundays.

Q. You know that, and you see them, do you not? Well, I will not ask you. But you know in the majority of them the shades are not up on Sundays? A. Yes, sir. I know that in a variety of ways the excise law is not enforced in the city of New York. I know the patrolmen are not doing it, although they receive express orders.

Q. Is there a wink that goes with those orders? A. I don't pay any heed to them.

Q. You do not pay any heed to the orders? A. No, sir.

Q. And you understand that they are orders that are given for effect? Have you ever heard of the chief's general orders to

the force, and of his statement that he will hold the force accountable? A. Yes, sir.

Q. The force knows that, does it not? A. Yes, sir.

The Chairman—"Strict accountability" are the words used.

Mr. Moss—Yes, a strict accountability. The force knows that.

The Witness—That is so.

Q. And still the force goes on neglecting the excise law; is that so? A. Yes, sir.

Q. The excise law is not the only law that is neglected, is it?

A. No, sir.

Q. Is it not a fact that policemen generally are afraid to make arrests where the politicians have interests? A. Yes.

Q. The district leaders take great interest in local matters, do they not? A. Yes, sir.

Q. And the district leaders talk to the policemen, do they not? A. Yes, sir.

Q. And if a policeman offends a district leader he is apt to hear from him, is he not? A. Well, I suppose I have felt it.

Q. Has a district leader ever spoken to you?

The Witness—About what?

Mr. Moss—About police matters?

The Witness—Well, no. I had no conversation with them about it.

Q. Have any men from the district leader ever spoken to you about police matters? A. Not particularly, no.

Q. But you know it is a general matter of knowledge in the department, do you? A. Yes, sir.

Q. That they interest themselves? A. I do.

Q. So when we attempt to get at the responsibility for the failure to enforce the law in New York, it is not fair to lay it at the doors of the patrolmen, is it? A. No, sir; it is not. There is not a man——

Q. We do not expect that in a force of seven thousand men—what were you going to say? A. There is not a man to-day that would jump out quicker than I to enforce it.

Q. We do not expect that in a force of seven thousand and odd men they will all be angels? A. You can't expect that.

Q. But you believe the force, as a body, will do what is wanted of them by their superiors? A. Yes, sir.

Q. For instance, when we have a great strike or a little strike—whatever kind of a strike it may be—and the chief of police, or Inspector Herlihy, says, “Manhattan policemen, go to Brooklyn; Brooklyn policemen, go to Manhattan, stand on duty there, without dinner, without supper, without sleep”——

The Witness—That is right.

Q. (Continuing) “Keep the peace.” Do they do it? A. Yes, sir.

Q. They do it, do they not? A. They do.

Q. And the men, when they are under such orders as that, and their pride is touched, will die in their tracks, will they not? A. That is right.

Q. You would? A. I would.

Q. And every man in this room here would do the same thing? A. I do believe it Every man here.

Q. All that is needed to make a perfect force of such men as we have is honest and competent leadership, is it not? A. That is right. The men are good.

Q. And if there is an honest and competent leadership, the few men who are inclined to drink, or to do little things of that kind, can easily be led along, like children, can they not? A. That is right; and you can hardly blame them for sometimes taking a drink.

Q. To drown their troubles? A. Yes, sir; exactly. That is right.

Q. The patrolmen have their troubles, do they not? A. They have; yes, sir.

Q. And it is not an easy thing to keep in line with the roundsman and the sergeant and the captain and the district leader, is it? A. Yes, that is right.

Q. It is a pretty hard thing? A. It is; yes, sir.

Q. Did you ever hear of an officer convicted in the department for not enforcing the excise law? I mean, convicted by the commissioners? A. No, sir.

Q. Did you ever hear of a complaint against an officer for not enforcing the excise law? A. No, I don't—I disremember.

Q. Have you ever heard of officers getting into trouble by enforcing the excise law? A. No, sir.

Q. You never heard of it? A. No, sir. (To the chairman.) I would like to explain about leaving my house, about the trouble last fall a year ago. I was made a prisoner on my own stoop—I haven't spoken to Mr. Moss about that—made a prisoner right on my own premises, on the 3d of September, 1898, by the roundsman and patrolman. On the 3d of September, 1898, I was attached to Oak street stationhouse. I had done what we call the last tour, and I reached my home in Kingsbridge about 8 o'clock. I sat at breakfast about 9 o'clock. This neighbor I speak of—he is a fireman—came into my alleyway between the houses, and had a couple of men with him, workmen, and he wanted to do some work in the alleyway, and couldn't reach there without trespassing on to my property. This man has been a very bad man to me, as I can show, in every way. He said he wanted me to tear down that gate, or he would tear it down. Says I, "You will tear nothing here." He was in full uniform. He ran down to the stationhouse at Kingsbridge, the Fortieth precinct. The patrolman and the roundsman came back with him. I sat with my wife on my own stoop, looking at these men working and talking with them. The roundsman and fireman stood outside of his premises, and I heard the roundsman say to him, "Go in now, and see whether he will touch you." The fireman comes right in. "Now," he says, "I dare you to touch me. You kicked me out before." I was sitting quietly. I said, "No, but I will order you out now." I stood up and took him by the arm like this, in the presence of the officer. "I order you now to leave here." He says, "No," and he grabbed on to the rail. He says, "I dare you to put me out." I saw how it was. I walked away from him, and told my wife, who stood by. She ordered the roundsman and patrolman to eject that man from the premises. They refused to do it. I stood near the roundsman, and says I, "Roundsman, you say you came here to keep the peace. You are trespassing on here," and I ordered my wife to order the roundsman and patrolman and fireman to leave and get out on the sidewalk. They were on my wife's ground under

the stoop. That is twelve feet from the sidewalk and up the steps—nine or ten steps. As soon as I ordered him he grabbed me by the shirt. "Come on to the stationhouse." I stood still. Says I, "What is the matter with you, roundsman?" The man that was my roundsman for five and a half years; the patrolman and I slept in the same room for five and a half years. He then put his arms around me, and my shirt tore. I stood still. He put his arm around my head, thinking to pull me out from off the stoop. I put my hand up and broke his arm off, and he fell off the steps. The other officer came from behind and grabbed me around the body; nothing on me but an old undershirt, and working clothes. The roundsman said to him, "Hold him until I get the reserve." He ran down to the stationhouse. The patrolman held on to me. I asked him, "Let go of me, Tom," calling him by name. I asked him three times and he refused. I then grabbed hold of his fingers and stripped them loose. As I turned round his wife jumped in from the sidewalk. This officer's wife caught hold of me.

Q. The fireman's wife? A. No, the policeman's wife.

Q. Was she there, too? A. Yes, sir; she lived about five or six hundred yards away, on the next street. My young one was upstairs, taking a piano lesson—the little girl. She ran down screaming. Just at the moment she run at me, "Papa," she says, "They will kill you." I grabbed the child to put her in the house. After that the roundsman brought out a complaint against me for assaulting him in the discharge of his duty. That was on the 3d of September. The 5th, I believe, was a legal holiday. On the 6th the fireman and the two policemen were before Magistrate Wentworth in the One Hundred and Fifty-eighth street court, and wanted to swear out a warrant for my arrest for assault. The magistrate said he would issue a summons for me to appear before him. He did so and I appeared before him. He called my case. He said, "Those men were here yesterday and wanted me to issue a warrant for your arrest, officer, for assault." He tore the paper up; dismissed the complaint, and told the fireman and roundsman they ought to be put in a sack and dipped in cold water. Still the officer that same day—that is, four or five days after the transaction—made another separate complaint against me of using bad language, and

threatening him and calling him names. Those three complaints, the fireman's and those two, were tried before Commissioner York. The two policeman's complaints he dismissed, and fined me on the fireman's.

Mr. Moss—There is a refreshing difference between this police witness, and some other police witnesses we have had. He seems to be able to answer questions and to talk.

The Witness—I am not afraid to answer anything, because I am not coached by anybody.

Mr. Moss—There is a great difference between him and the one we had on the stand yesterday.

By Mr. Moss:

Q. Do you expect to be punished for your testimony to-day?

A. I do.

Mr. Moss—Then you are a brave man.

The Witness—I am.

Mr. Moss—You must have suffered a good deal to be willing to come forward and tell these things, when you feel that you will be punished for it.

The Witness—I expect this commission will not permit it.

Mr. Moss—You expect that this committee will not permit it.

The Witness—Yes, sir.

Mr. Moss—I have asked this question for the very purpose of showing to the committee and to all who may be interested that you have taken a considerable personal risk in speaking your real feelings, your real experiences, on this matter.

The witness—Yes, sir.

Mr. Moss—Not only this committee and the persons present, but every good citizen in New York will watch this police commission to see whether it punishes you or not for coming here to tell the truth.

The witness—Yes, sir.

Mr. Moss—We have been waiting to see whether the police commission would punish police officers who have come here and who have not told the truth; police officers who, for the purpose of keeping the truth out, have made ignoramuses of them-

selves, and who have not been dismissed, on their own testimony, from the police force. We have been watching this thing. We shall watch the action of the commissioners with reference to Mr. Moran.

The Chairman—I simply want to endorse what you have said, so far as this officer is concerned, and to state further that this witness, under the resolution, is not liable for any statement he has made before this committee. No advantage can be taken of him.

Mr. Moss—Thank you. I will read that: “Resolved, That for any testimony given before said committee it is the judgment of this body that no witness shall be prosecuted, indicted, held liable, or proceeded against in any action or proceeding for any testimony given by him before said committee.”

By the Chairman:

Q. You understand that? A. Yes, sir.

Mr. Moss—That is the judgment of the Legislature, of the Senate and Assembly.

Examined by Mr. Boland:

I was up on charges before 1898, different times. That was my roundsman; trivial charges. I was tried and sentenced on some, four or five times.

Examined by Mr. Hoffman:

During the reform commission, I have never been on trial before that board. The last sitting of the board a charge was made by a sergeant, as Mr. Moss well knows.

Examined by the Chairman:

The character of the charges preferred against me was using loud and boisterous language in the men's sitting room. A sergeant made it against me, and Commissioner Moss was sitting on the bench that same day. That was in the station-house. He was the cause of it himself. There was no loud talking, any more than you hear from me at present.

Mr. Moss—I have the record in the case of Sergeant William B. Porter, of the second precinct: Assault, and making use of vile, abusive and threatening language to one Alfred A. Cregan. Upon that case it is worth noticing the specifications upon which the sergeant was tried. The complainant represented that he was indebted to Sergeant Porter for money borrowed; that owing to business reverses he was unable to pay it, and became manager of a business in Grand street; that Sergeant Porter frequently asked him for the money, and he promised to pay it. On the 7th of June he came to 81 Grand street and demanded the repayment of the money borrowed at once. I told him I could not then pay him but would. He said if I did not pay very soon he would punch the head off me and said I was a dirty son-of-a-b——, and called me other abusive epithets, and made threats of assaulting me. On Friday, August 26th, at about 11 o'clock, he called at 81 Grand street with another man whom I believe is a detective in the second precinct. I was not in when they came, but my brother Walter was. My brother reports that Sergeant Porter demanded the money which I had borrowed of him. Walter informed him that I was out and could not pay the money just then. He pushed his way into the private office through the gate, and grabbed my brother by his coat collar and dragged him around the office, while the other man who stood outside called for him to cut—well, there is no use in putting on the record the vile and abusive language that was used. My brother protested loudly and said, “Sergeant, you are committing an assault upon me.” At last the sergeant released his hands from my brother’s coat and went outside. His companion advised him to close the windows so as to prevent any outcry from my brother, and then proposed that they punch the head off of my brother. The sergeant says, “No, I will wait down stairs until Alfred comes along.” Presently, as I approached the entrance to our place to go upstairs, Sergeant Porter grabbed me by the coat collar and would not allow me to go up, and shoved me around on the sidewalk and wanted to know when I was going to pay him. I said I hoped to pay him before long; that my sister had some real estate, as he knew, and when she sells that she promised

to give me money to square up with him. He said he wanted the money. I said "Sergeant, you have waited so long now, can't you wait a little longer?" He said, "You are a dirty thief. You are no good or you wouldn't have transferred your property to your sister." Then he said, "If you don't pay I will smash your dirty face." I made an attempt to go upstairs. He grabbed me and said, "Come back here," and dragged me at least twenty-five feet on the sidewalk. In the meantime a large crowd gathered and my brother rushed between the sergeant and myself, so that I managed to escape and ran upstairs. Then the sergeant and his companion went towards Broadway. During the last few months several policemen have called upon me and spoken about this loan made by Sergeant Porter and have said he was a dangerous man and that I had better settle with him or I might consider my life jeopardized, one stating that Porter is a dangerous man; "He will get drunk some day and blow your head off," and told me that whenever he did get drunk they had to take his revolver from him. There is no use of reading the specifications further, but the sergeant was convicted on the case, and the board of police, the whole board of police evidently, from the papers, fined him ten days' pay. He is now on duty.

Joseph Bolton was accused July 9, 1898, of returning from post under the influence of liquor, it being his tour of patrol duty. He was convicted and fined twenty days' pay.

Mr. Moss (to officer Bolton)—Do you wish to say anything in this case? I have called you to be fair to you?

Officer Bolton—I have nothing to say, unless you want me.

Officer Arthur A. Britton, of the Ninth precinct: The specification was that in the borough of Brooklyn on the 24th day of March, 1898, he reported at 6 p. m. so much under the influence of liquor as to render him unfit for duty, it being his tour of patrol duty. He was convicted and fined three days' pay. If Officer Britton is here and he desires to say anything on the case he has the opportunity. These officers are here in order that we may be entirely fair to them. I feel that when we use an officer's case as an example, if he

wishes to say anything about the case in a few words he should have the opportunity.

Officer Alfred Bromfleck: The specification against him is that the said patrolman Alfred Bromfleck was found on post under the influence of liquor and unfit for patrol duty at 7.30 p. m., June 6, 1898, it being his tour of patrol. He was found guilty by Commissioner Sexton and fined fifteen days' pay.

Officer William Bowen: In this case, if the officer is present and wishes to say anything, he now has the opportunity. Said patrolman William Bowen was quarrelling with a citizen in front of the Sixth precinct stationhouse at 10.55 p m., December 25, 1898, and was so much under the influence of intoxicating liquor at the time as to be unable to perform patrol duty, this being his tour of reserve duty. He was convicted by Commissioner Abell and fined ten days' pay.

Frank Bolles: The specification in his case is, said Patrolman Frank Bolles did arrest one Francis J. Timion, whom he charged with disorderly conduct. Said Frank Bolles was so much under the influence of intoxicating liquor as to be unable to perform police duty while in the office of the Thirty-fifth precinct stationhouse at 10.45 p. m., during his tour of patrol. He was found guilty by the board and fined twenty-five days' pay. There was the case of a drunken officer with a prisoner, unfit for police duty.

Officer Barnard F. Bennett:

Mr. Moss—Do you desire to say anything about this case?

Officer Bennett—No, sir; I don't want to say anything.

Mr. Moss—All right. The specification is: Said Patrolman Barnard F. Bennett violated rule 24, section 7, by unfitting himself for duty by the use of intoxicating liquor, and failing to be present at 6 p. m. rollcall on the 22d instant, it being his tour of patrol duty. He was found guilty and fined three days' pay.

Officer Francis I. Brennan: The specifications in the case are that he was so under the influence of intoxicating liquor as to be unfit for duty at 4.15 p. m., February 7, 1898, it being his tour of reserve duty. He was found guilty and reprimanded. This case was tried by Commissioner York.

Officer James Cumming: In this case the officer was found on Fulton street near Canal (this is the Seventy-eighth precinct) at

about 11.10 a. m. under the influence of liquor, so that he was unfit for patrol duty, it being his tour of patrol. He was found guilty and fined twenty days' pay.

Patrick H. Conway: He returned to the stationhouse at 11.40 a. m., before the expiration of his tour of duty, so much under the influence of liquor as to be unfit for duty. He was found guilty. The first indorsement upon this paper in ink is five days; "H. E. A."—meaning Abell. That is stricken out in lead pencil, and there is written over it in lead pencil "thirty days," and that thirty days is the record of the department on the outside of the envelope.

The Chairman—Was that the result of a vote by the full board?

Mr. Moss—It would appear from the papers that that was overruled by the board.

Henry S. Crygier: The specification in his case is that on the 23d of August, 1898, he left his post and was found sitting down in the yard at No. 297 Clinton avenue, at 9 p. m., being so much under the influence of liquor as to render him unfit for duty. He was found guilty by Commissioner Abell and fined ten days' pay. An officer is at liberty, at any time he hears his case read, to come forward.

John Cassidy: In this case the specification is that said Patrolman John Cassidy was so much under the influence of intoxicating liquor as to be unfit to perform police duty, on the street at the corner of West street and Review avenue, Long Island City, at 4 p. m., on the 23d instant, he being detailed there on special duty. It was referred to the board. Twenty days' fine.

James D. Cunningham: In this case the specification is that said Patrolman James D. Cunningham was so much under the influence of intoxicating liquor as to be unfit for police duty, in West Sixty-eighth street, opposite No. 152, at 9.35 p. m., March 14, 1899, during his tour of patrol duty. He was found guilty and fined twenty days' pay.

These cases are all after that promise of Commissioner York to the police department that all officers found guilty of intoxication would be dismissed from the force.

Charles A. Cully: In this case the specification is that on the 1st day of January, 1899, Patrolman Charles A. Cully reported at the stationhouse at 9.20 p. m. so much under the influence of intoxicating liquor as to be unfitted for duty, it being his tour of patrol duty. He was found guilty by Commissioner Hess and fined ten days' pay.

William Duncan: In this case the specification is that the said Patrolman William Duncan was so much under the influence of intoxicating liquor as to be unfit to perform police duty, on the street at the northwest corner of Vernon avenue and Third street, Long Island City, this being his tour of patrol duty. It was referred to the board and he was fined twenty days' pay.

Daniel S. Garvey: He left his post without being relieved and came to the stationhouse so much under the influence of intoxicating liquor as to be unfit for duty. He was found guilty and fined thirty days' pay.

James Dougherty: On the 16th of August, 1898, Patrolman James Dougherty reported at this station at 10.30 p. m. so much under the influence of intoxicating liquor as to render him unfit for the performance of his duty as a member of the police force, he being on duty. He was found guilty and fined twenty-five days' pay.

William F. Doran: On the 6th of May, 1898, Roundsman William F. Doran reported at the stationhouse at 12.45 a. m. so much under the influence of liquor as to be unfit for duty. He was found guilty and fined three days' pay.

Charles Edwards: The specification against Charles Edwards is, returning from patrol at 8.30 a. m. on November 22, 1898, so much under the influence of liquor as to unfit him for the performance of his duty. The testimony of Sergeant Frederick Wells in that case is that he came in at 8.30 and passed the desk and saluted and put his book on the desk and started upstairs, and going upstairs he stumbled; and I thought there was something strange; and about two minutes after he came down and was passing the desk and I said "Where are you going?" His clothing was dirty. I said "You are not a fit man to go to breakfast. You had better stay in here." That was the condition of the officer as he came into the stationhouse. He was found guilty by Commissioner Abell and fined thirty days' pay.

Louis Euler: He was under the influence of liquor. Found guilty by Commissioner Hess and fined fifteen days' pay.

Joseph B. Fitzgerald: He was tried March 1, 1898. He returned to the stationhouse from patrol duty so much under the influence of liquor as to be unfit for duty. Tried by the board and fined fifteen days' pay.

Joseph E. Farrell: He did not remain at his residence as commanded by Police Surgeon Charles H. Terry, he being on the sick list, and failed to obey the order of Police Surgeon Ford and incapacitated himself from duty by the excessive use of alcohol. He was tried by Commissioner York, the case was referred to the board, and he was found guilty and fined four days' pay.

Peter Flannigan: He was charged with being so much under the influence of liquor as to be unfit for duty. Tried by Commissioner Abell and fined thirty days' pay.

John J. Fagin: On the 7th of April, 1899, said Patrolman John A. Fagin was off post at 10.40 p. m. and in the hallway of No. 281 Van Brunt street so much under the influence of liquor as to unfit him for duty during his tour of patrol duty. He was tried by Commissioner Abell and fined ten days' pay.

Mr. Moss (to an officer)—Do you wish to take the stand, officer?
The officer—Yes, sir.

PATRICK KEENAN, being duly sworn, testified as follows:

Examined by Mr. Moss:

I was in the room this morning when my record was read. It was not true what the surgeon reported, that I was at home this morning or yesterday, when the subpoena was served, because I left the Sixty-eighth street stationhouse this morning at 8 o'clock to come here—from Sheepshead Bay. I was served with a subpoena yesterday. The sergeant at the desk gave it to me at 12 o'clock last night. I was on the sick list through the day at home.

Q. You heard your record read. Was there anything you wished to say about it? A. No, sir. I haven't anything to say.

Q. I want to give you the privilege, after what was said this morning. I did not really know that you were in the room, and

it is only fair to you to let you say anything you see fit to now. A. Well, I have nothing to say; but I was present here, and if you had called me—outside. I do not belong to any club. I am the gentleman that Mr. Engle wrote to the police board about. I don't know Mr. Engle. I do not know Martin Engle. There is another Patrick Keenan on the force, two or three. There is three altogether. There is nothing further I want to say. I have been on the force four years. I do not know these other Patrick Keenans. I know there are more men by that name on the force, because I know there is one in Eldridge street. I have made no excise arrests. I have never got a chance of making any. I never saw any violations. Oh, I have seen screens down on the windows, but that is all. I did not make an arrest then because I could not; because I could not get in, unless I broke the doors open. I have never been convicted of being off post and in a saloon. I have been convicted of being off the post, not in a saloon or a restaurant or in a hotel, but standing in the door of a saloon.

Examined by Mr. Hoffman:

The date of my appointment was, I think, the 21st of January, 1895. The commissioners of police at the time I was appointed were Commissioners Roosevelt, Grant, Andrews and Parker. The four commissioners appointed me to the force. I had been living in the city of New York prior to my appointment about ten years. I put in an application in the regular way, through civil service. I received 79.20 percentage.

Examined by Mr. Moss:

I know Coleman's saloon at the corner of Madison and Rutgers streets, certainly. I do not go in there. I never go into a saloon in uniform.

Mr. Moss—I did not say in uniform.

The Witness—Yes, sir; I go in a saloon. I know that saloon. That place was not kept open on Sunday, not to my knowledge. I have not been in it on Sunday. I was on the sick list yesterday. I was examined by a police surgeon, Surgeon Johnson. He ordered me back to the stationhouse.

John T. Farmer: Came in from patrol under the influence of liquor; tried by Commissioner Abell; found guilty and fined five days' pay.

Herman B. Gerow: Charged with being so much under the influence of liquor as to be unfit for duty; tried by the board; convicted and fined thirty days' pay.

James J. Gannon: Charged with being so much under the influence of liquor during patrol as to be unfit for police duty; convicted by the board and fined twenty-five days' pay.

Herbert Graham: Reported sick, due to the excessive use of alcohol; convicted by the board and fined ten days' pay.

William Hoar: Tried by Commissioner York; referred to the board; specification, was so much under the influence of liquor as to be unfit for duty, this at the Tenth precinct stationhouse at 10.10 p. m., March 24, 1899, during his tour of patrol duty; convicted; fined thirty days' pay.

Same officer: Charged with assault on citizen. Affidavit of Samuel Bressel: "On February 25, 1898, I saw Officer William Hoar, of the Twenty-first precinct, pushing an old man along the street who apparently was a cripple. The man said to the officer, 'You can't arrest me; I have done nothing.' The officer gave him another push. The said officer turned to where I was standing and started to tell me about the case. I told him I had witnessed the affair, and that he was wrong. He said, 'You are a damned liar.' I then told the officer that I would see about it and took his number. He then said, 'You son of a bitch, you are my prisoner,' and I called my wife and she pushed me in the store. The officer then rushed in the store and grabbed hold of me in a violent manner and called for assistance. Two other officers responded and I was dragged to the stationhouse. On the way to the stationhouse, and when at the corner of Thirty-sixth street and Second avenue, the said officer struck me a violent blow on the right eye, discoloring it and said, 'You son of a bitch, I will show you what a policeman can do.' He arraigned me in the stationhouse, where he falsely charged me with interfering with an officer, and I was locked up and discharged in court." Tried by Commissioner Sexton; found guilty and fined three days' pay.

Officer Thomas B. Hickman: We really thought we had got things so an officer would be most delighted when you asked him

his number, but we have apparently retrograded from that condition—Officer Thomas P. Hickman, charged on April 28, 1898, as follows: Said Patrolman Thomas P. Hickman was found intoxicated by Roundsman Richard D. Duffy about 2.20 a. m., at the corner of Fourth avenue and Ninety-ninth street on the 7th instant, he being off duty and in plain clothes; committed and fined ten days' pay.

Lawrence Husted: Charged with being so much under the influence of intoxicating liquor as to be unfit for police duty; found guilty and fined thirty days' pay; tried before Commissioner Sexton.

Daniel E. Harkins: Charged with being so much under the influence of liquor as to be unfit for police duty; tried by the board and fined thirty days' pay.

Joseph Hackett: The specification is that he appeared at return rollcall so much under the influence of liquor as to be unfit for police duty; tried by Commissioner York and fined ten days' pay by the board. On February 6th, a second case, so much under the influence of liquor as to be unfit for police duty; tried before Commissioner Abell and fined ten days' pay.

John S. Hickey: Intoxicated while on special duty; convicted and fined five days' pay.

Edwin F. Johnson: When visited by police sergeant was found to be suffering from alcoholism; tried by Commissioner Sexton; found guilty and fined five days' pay.

James Kiernan: That said Patrolman James Kiernan, on or about the 24th or 25th day of October, 1898, at about 6.45 p. m., was absent from his post and in the barroom of Turn Hall, 61 to 73 Meserole street, and did, without justification address one Lewis M. Frey in an insulting and threatening manner: "I will get a crack at you yet; the next time I find you in John's barroom, raising hell, is the time I will do it." The officer, who was in full uniform and on duty, came into the barroom of Turn Hall, 61 Meserole street, in company with one Mr. Phillips, the owner of the Lyceum theatre, and Officer Kiernan asked Mr. Phillips for passes to the theatre, and Mr. Phillips pointed to Lewis M. Frey and said to Officer Kiernan, "Here is the manager." Officer Kiernan then said to Mr. Phillips, "I want nothing to do with him, that is why I came to the boss." I then said to Officer Kier-

nan, "I never refused any officer passes to the theatre." His answer to me was, "You are no good; you said all policemen were bums and never pay for anything they get." To this I replied, "If I said that, I meant it; and I will tell you what the trouble is with you; I put a lock on the stage door, keeping you and others out, which makes you sore." He then said to me in an insulting and threatening manner, "I will get a crack at you yet. The next time I find you in John's barroom raising hell is the time I will do it." This case was tried before Commissioner Henry E. Abell. It was first marked five days' pay. That was erased with a knife and on top of the erasure was written, "Reprimanded, H. E. A." That stands there on the face of the papers. The official record is, "Dismissed complaint." The record itself is contradictory. What the reason may have been for all these changes I don't know.

James S. Kane: Charged with being so much under the influence of liquor as to be unfit for duty; convicted by Commissioner Sexton; fined thirty days' pay.

John T. Keys: Charged with being under the influence of intoxicating liquors when reporting at the stationhouse; tried by Commissioner York and fined twenty days' pay.

Patrick Keenan: Reported sick; his illness was caused by intemperance; fined thirty days' pay by Commissioner Sexton.

Morris Kelleher: So much under the influence of liquor as to be unfit for police duty; tried by Commissioner York and fined thirty days' pay.

John F. Kelly: Charged with having left post without being relieved and came to the stationhouse so much under the influence of liquor as to be unfit for duty; tried by Commissioner Sexton and fined thirty days' pay.

John Kee: So much under the influence of liquor as to be unfit for duty; tried before Commissioner Sexton; found guilty and fined fifteen days' pay.

The case of Keenan is the same officer that was here a moment ago, and the conviction I have just read was made June 5th, only sixty days ago.

Thomas Keegan: Charged with insubordination. The complainant was Acting Sergeant Charles J. Burns, who had given the officer a command to go and investigate a house that was

quarantined for smallpox. The testimony showed that when the officer received his command he turned on the officer and called him a son of a bitch and a bum. That is from an officer, a patrolman, to the sergeant who sends him on duty. He is convicted of that before Commissioner Abell and fined four days' pay. That is maintaining discipline.

Thomas Lyons: Charged with being under the influence of liquor and unfit for duty; tried before Commissioner Sexton and fined five days' pay.

James Langan: Charged with being so much under the influence of liquor as to be unfit for duty; tried by Commissioner York and fined fifteen days' pay.

James R. Leonard: Charged with being so much under the influence of liquor as to be unfit for duty; tried by Commissioner York; fined ten days' pay.

Alfred A. La Rue: Charged with being so much under the influence of liquor as to be unfit for duty; tried by Commissioner York; found guilty and fined twenty days' pay.

Michael C. Madden: Rendered himself unfit for police duty by being partially under the influence of liquor; tried before Commissioner York; found guilty and fined twenty-five days' pay.

Matthew M. Murphy: Came to the stationhouse with a prisoner so much under the influence of liquor as to be unfit for duty; fined twenty days' pay. On the same day he was charged with making a false report to the sergeant in regard to the losing of his shield. It is to be presumed that an intoxicated man might lose his shield. He was convicted of that and fined thirty days' pay—thirty days for losing his shield, twenty days for being drunk with a prisoner.

Thomas F. Murphy: Charged with being under the influence of liquor; tried before Commissioner Hess; convicted and fined twenty days' pay.

Michael J. Morrissey: Falsely reported himself sick, but was under the influence of intoxicating liquor; tried by Commissioner Abell and fined two days' pay.

Bernard Murphy: Charged with being so much under the influence of liquor as to be unfit for duty; tried before Commissioner Sexton and fined five days' pay.

James D. Moriarty: While in uniform was so much under the

influence of liquor as to be unfit for police duty; tried before Commissioner York and fined five days' pay.

James F. McGary: Charged March 21, 1899, with being so much under the influence of liquor as to be unfit for police duty; convicted and fined fifteen days' pay. Same officer, March 21, 1899, the charge against him was that he did not properly patrol his post from 9.20 until 10.40 p. m. that is an hour and twenty minutes at night. He was convicted and fined three days' pay. The same officer, March 21, 1899, the charge against him was this: On the 11th of March, 1899, said Patrolman James F. McGary violated rule 48, paragraph J, by using insulting and abusive language to his superior officer, Roundsman Hugh Kennedy, at 10.40 p. m. on the corner of Atlantic avenue and Henry street, during his tour of patrol duty from 6 p. m. until 12 midnight; defendant appears in person before Commissioner Abell, and pleads guilty. "By the Commissioner: Q. Now about using insulting and abusive language to your superior officer: How about that? That was after you had been drinking? The defendant—It was not done intentionally. Q. We will deal with the motive afterwards. That was after you had been drinking? A. Yes, sir. Q. And you didn't mean to be abusive? A. No, it was not intentional; no. Q. It was caused by the drink? A. Yes, sir. Q. That is the cause of the whole trouble, the drink? If you hadn't taken that drink you wouldn't have been in any trouble; you would have been all right? A. Yes, sir." So that upon this whole matter, three charges, involving the safety of the community, the discipline of the force and respect to commanding officers, the total fine is twenty-three days.

John J. McDonald: Was intoxicated while in uniform and off duty; convicted by Commissioner York and fined ten days' pay.

William J. McLaughlin: Charged with being under the influence of liquor and unfit for duty; tried before Commissioner Abell and fined four days' pay.

Donald E. McLeane: Charged with being under the influence of liquor while on duty; tried before Commissioner Abell; fined fifteen days.

John J. McKenna: Charged as follows: Said Patrolman John J. McKenna, did, while standing on Main street, Westchester, at 8.40 p. m., on December 9, 1898, use the following language

towards me (the roundsman) while in uniform: "You cur, you son of a bitch," and when told that charges would be preferred he replied, "Go fuck yourself and do it"; convicted by Commissioner Hess; fined five days' pay.

Everett A. Nostrand: Charged with being absent from duty and under the influence of liquor; tried before Commissioner York; convicted and fined fifteen days' pay.

John P. Newcomb: Charged with being so much under the influence of liquor as to be unfit for police duty; reprimanded.

Stephen E. Nethercott: Charged with being so much under the influence of liquor as to be unfit for duty; convicted and fined thirty days' pay.

Cornelius O'Keffe: Charged with being under the influence of liquor; tried before Commissioner Hess; convicted and fined twenty days' pay.

Michael F. Reilly: Charged with being under the influence of liquor and unfit for duty; tried before Commissioner York; convicted and fined thirty days' pay.

Christopher Ratighan: Charged with being so much under the influence of liquor as to be unfit for duty; tried before Commissioner York and fined five days' pay.

Charles Reilly: Charged with being so much under the influence of liquor as to be unfit for duty; tried before Commissioner Sexton; convicted and fined five days' pay.

Stephen W. Ryan: Charged with being so much under the influence of liquor as to be unfit for duty; tried before Commissioner Hess and fined thirty days' pay.

John P. Shea: Charged October 30, 1898, with having left his post and went to the stationhouse and was under the influence of liquor; convicted and fined twenty-five days' pay.

William F. Sullivan: Returned from patrol under the influence of liquor; tried before Commissioner Abell; convicted and fined one day's pay.

Charles W. Sprague: Charged with rendering himself unfit for duty by excessive use of liquor; tried before Commissioner Abell; fined twenty days' pay.

Andrew Scholleo, Jr.: Entered the stationhouse with a prisoner and was so much under the influence of liquor as to be unfit for duty; tried by Commissioner Sexton; found guilty and fined thirty days' pay.

John P. Shea, to whom I have just referred a moment ago, was also tried upon this specification. He was absent from post and was seen coming out of the hotel at the northeast corner of Hudson and — streets, at 4.15 p. m., October 15, 1898, during his tour of patrol duty. He was convicted and fined ten days' pay.

William H. Thompson: Charged with being so much under the influence of liquor as to be unfit for duty; tried before Commissioner York and fined three days' pay.

Frank Wekerle: Left his post and came to the stationhouse so much under the influence of liquor as to be unfit for duty; tried before Commissioner York and fined twenty-five days' pay.

Gustave Wile: Charged with being so much under the influence of liquor as to be unfit for duty; tried before Commissioner York and fined twenty-five days' pay.

Arthur N. Merriner: Did not properly patrol his post and could not be found there from 4.55 to 6 a. m.—that is an hour and five minutes in the most important part of the night—January 23, 1899, while it was still dark, during his tour of patrol duty; convicted by Commissioner Sexton and fined three days' pay.

Officer John W. Conges: Charge against him is while in uniform and assigned to duty at polling booth of the thirty-third election district of the twenty-first assembly district, on the southeast corner of One Hundred and Tenth street and Central Park West, at 3 p. m., October 20, 1898, had the doors of said booth locked and was inside with a partially intoxicated woman; tried before Commissioner York; convicted and fined twenty-five days' pay.

John D. Taylor: Tried before Commissioner York on charge against him of absence from post and standing in a liquor store, 1546 Third avenue, the door of which he was holding open at 12 p. m., February 4, 1898, during his tour of patrol duty; and, second, when ordered to patrol his post he refused to do so, and used the following profane and disrespectful language: "I'm damned if I will, and you or no other son of a bitch will make me until I get good and ready. I have a good mind to break your head with this stick. Come up the street and I will fight you. I will go broke for you." This during his tour of patrol duty

from 6 until 12 p. m., February 4, 1898; tried before Commissioner York; convicted and reprimanded.

John Stott: Given to us by the complaint clerk as being in the Sixty-sixth precinct. He was not there. We hunted for him in the Sixty-seventh and finally found him in the Sixty-eighth. I excused him.

Patrick J. O'Sullivan: The specification against him was on the complaint of Lucy Gilligan, who said that at about 7 o'clock on Thursday evening, February 23, 1899, she was at her home when Officer Patrick Sullivan, of the Seventeenth precinct, came and pounded on and kicked open her door and threw on the floor a summons which had been procured for his wife by the mother of deponent and said, "You can stick that summons up your ass, and wipe your ass with it," and also called deponent a bleached blonde of the Bowery, and when the said Officer O'Sullivan was about leaving the apartments of the deponent said, "See here Miss Lucy, I will give you a pain in the neck." Tried before Commissioner Hess; found guilty and fined three days' pay.

Officer Wells A. Smith: Violated rule 47 by failing to discover a fire which occurred in a stable on his post and was burning from 3.20 until 4 a. m., not having patrolled that part of his post from 3.20 until 4 a. m.; absent forty minutes; tried before Commissioner Abell; found guilty and fined three days' pay.

Henry Stellar: Off post and in a back room of Mrs. Katie Cummings's saloon, March 11, 1899, with his uniform, coat and helmet off, and on the person of an unknown stranger; somebody had appropriated his uniform during his tour of duty; tried before Commissioner Abell; convicted and fined five days' pay.

Thomas J. Meade: Charged that on the 20th of March, 1899, he assaulted Edward Welsh, by striking him twice with his baton and also striking him two times with his closed hands and arrested and conveyed him to the Fifteenth street stationhouse without justification or authority of law; convicted and fined ten days' pay.

George W. Loures: Absent from post and in a restaurant, No. 16 Fulton Market, at 12.25 a. m., February 10th; tried by Commissioner Sexton and fined one day's pay.

Daniel T. Kelly: Charged with being absent from his post and sitting at a table with his hat and coat off playing cards in the

rear room of a cigar store during his tour of patrol duty; tried by Commissioner Hess and fined five days' pay.

William J. Gillen: Specification based on affidavit of Catherine Thompson. She said that in or about the month of August, 1896, William J. Gillen, a patrolman attached to the Fiftieth precinct, who was her brother, borrowed the sum of \$70, saying he wanted it for the purpose of making up \$300 to be made a roundsman in the police department. "I loaned him the money. I afterwards learned that he had not been made a roundsman and demanded payment from him." Then she details language which was too indecent for repetition. (To the stenographer) "You may take it from the bottom of that:" "On the evening of December 27, 1898, at about 10.15 o'clock, I called up the Fiftieth precinct stationhouse and asked that William J. Gillen be sent to the 'phone. He came, and I asked him what he intended to do about paying me, and he promised to call at my house the next morning at 10 o'clock. At about 10.15 the next morning he, the said William J. Gillen, called and said to me, 'What the hell right have you to call me up on the 'phone?' I replied, 'Because I am in need of the money you owe me.' He then said to me, 'Go and fuck for it; that is all you are good for; your first child was a bastard; you are nothing but a whore, and I can prove it.' I then ordered him out of my house, when he turned on me and struck me with his fist twice on the back and once in the side." That case, which included an inquiry into the ways of making roundsmen, was dismissed.

Cornelius P. Doherty: Charged that at 5.30 a. m., March 22, 1899, he accosted Mrs. Mary Stanley, of 177 East Eighty-fourth street on Third avenue, between Eighty-third and Eighty-fourth streets, and forcibly detained her, and thereby tearing her cloak, and also used vile and obscene language of such a revolting nature that she refused to repeat it; said officer at the same time made indecent proposals to her; tried before Commissioner York; found guilty and fined ten days' pay.

John J. Dawson: Charged on affidavit of Henry McManus, who stated he was standing on the stoop of his residence when John J. Dawson, who resides in the same house, came out of his apartment and pushed him in the back of the neck with his hand. He turned to see who struck him, when the said Dawson struck

him on the back of the head with his club, and continued to until the neighbors took the club away from him. He requested O'Neil, an officer who saw the latter part of the clubbing, to arrest Dawson. He was arrested and taken to the stationhouse. His wounds were dressed by a physician. Dawson was convicted upon that accusation and fined thirty days' pay.

Now, Mr. Chairman, it has got to be a quarter past 4. I have a list of hundreds of cases involving insolence, assaults on citizens, abusive language to citizens, some to women; failure to properly patrol in the hours of the night, and several hundred of these cases which I have gathered in my examination of the records, and I do not suppose that was a complete examination. Out of those cases I selected 229 that are in these boxes; the 229 cases which I selected are well exemplified by these that have been read to you. It would take us perhaps a long time to fully examine into these cases, and call the officers, which I had hoped to do. The most I could do under the circumstances was to give to each officer an opportunity to explain his case as it was called if he wanted to do so. It seems to me, Mr. Chairman, that with the statement that there are very many of these cases of insubordination, insolence, failure to patrol and such things as I have mentioned, and that what we have examined before you are simply samples of the whole mass, we can afford to leave this branch of our investigation where it is, and if the chairman thinks with us we will suspend the reading of any more of these cases, and allow the police officers to go home. And perhaps at a later time I will give you some kind of a tabulation of these matters. Is there any officer present who would like to make any explanation concerning his case and have that explanation go on record? (No reply.) There seems to be nobody, sir. How many officers, Mr. Hammond, were under subpoena?

Mr. Hammond—One hundred and twenty-three.

Mr. Moss—One hundred and twenty-three actually subpoenaed?

Mr. Hammond—Yes, sir.

Mr. Moss—There were a great many more actual subpoenas out?

Mr. Hammond—Yes, sir; I could not reach a good many who were on vacation.

Mr. Moss—A good many are on vacation, 123 are under actual subpoena.

The Chairman—The committee seems to be of the opinion that sufficient evidence of this character has been produced to satisfy them of the existing circumstances, and it will be useless to go further.

Mr. Moss—Then, sir, I think I have carried out my promise to show that the demoralization of the police department is chargeable to the commissioners.

The Chairman—I think it is only proper that I should say a word, as the members of the committee have expressed themselves as being very much impressed with the testimony of Officer Jeremiah Moran. They feel that his testimony has been instructive, and particularly in regard to the number of transfers that have been made as have been stated here to-day—over 6,000, as has been stated by you; also the difficulties in the way of patrolmen in trying to do their duty faithfully and efficiently, and the difficulty they have with the obstacles in their way in carrying out their duties as they feel they want to do. The committee has been very much instructed by his testimony as to the difficulties in the way of patrolmen, as he has stated to-day.

FRIDAY MORNING, AUGUST 11, 1899.

The committee met pursuant to adjournment.

Present: Mr. Mazet (chairman) and Messrs. Fallows, Costello, Wilson, Hoffman and Boland of the committee.

Mr. Moss—Mr. Chairman, I offer in evidence, in a tabulated form, a partial list of intoxication and other serious cases found on the record of the police department, with convictions, where not dismissed from the force. This tabulation shows, so far as we have been able to examine, 86 cases of intoxication, fined or reprimanded; 51 cases of abuse of citizens, men, women and boys, simply fined or reprimanded; 29 cases of insolence, insubordination, disobedience and abuse of superior officers. It is simply a selected list as far as we are able to examine the records:

Tried March 6, 1899: Charles W Brown; assault on citizen without cause, twice; fined five days' pay.

Tried February 9, 1899: Patrick Mallon; intoxication; fined twenty days' pay.

Tried April 20, 1899: Alfred La Rue; intoxication; fined twenty days' pay.

Tried April 27, 1899: Edmund Gibson; false arrest and assault on citizen; fined ten days' pay.

Tried June 4, 1899: Charles B. Dyer; assault and insolent language; fined three days' pay.

Tried March 2, 1899: Thomas Lyons; intoxication; fined five days' pay.

Tried March 2, 1899: Dominick G. Reilly; assault on citizen; fined.

Tried June 22, 1899: James J. Ahearn; assault; fined.

Tried June 22, 1899: Martin F. Howan; gross insubordination; fined five days' pay.

Tried June 22, 1899: William J. Hayden; intoxication; fined.

Tried June 13, 1899: C. A. Rhatigam; intoxication; fined five days' pay.

Tried June 13, 1899: Michael Quinane; assault on a citizen with club without cause; fined one day's pay.

Tried January 26, 1899: John Moran (2); abusive language to citizen; fined two days' pay.

Tried March 14, 1899: William P. Rooney; assault, neglect of duty; fined five days' pay.

Tried March 14, 1899: E. A. Nostrand; intoxication; fined fifteen days' pay.

Tried March 9, 1899: Charles A. Cook; intoxication; fined ten days' pay.

Tried March 9, 1899: S. W. Ryan; intoxication; fined thirty days' pay.

Tried March 7, 1899: William Sullivan; intoxication; fined one day's pay.

Tried March 2, 1899: Morris White; profane and abusive language to citizen; fined three days' pay.

Tried February 28, 1899: Thomas W. Stalk; abusive and threatening language to citizen; fined three days' pay.

Tried February 23, 1899: Thomas Lyons; intoxication; fined five days' pay.

Tried February 23, 1899: Charles Reilly; intoxication; fined five days' pay.

Tried February 21, 1899: Michael Morrissey; reported sick but was drunk; fined two days' pay.

Tried February 21, 1899: John M. Sangster; abusive and profane language to superior and threat to strike him; reprimanded.

Tried February 21, 1899: John T. Farmer; intoxication; fined five days' pay.

Tried February 21, 1899: Joseph Hackett; intoxication; fined ten days' pay.

Thomas Keegan, abusive language to sergeant; fined four days' pay.

Tried February 14, 1899: Joseph E. Farrell; intoxication; fined four days' pay.

Herbert Graham; intoxication; fined ten days' pay.

Tried February 7, 1899: Thomas F. McTiernan; intoxication; fined five days' pay.

Tried February 7, 1899: John S. Hickey; intoxication; fined five days' pay.

Tried January 12, 1899: Charles H. Rye; profane and improper language to superior; fined two and one-half days' pay.

Tried January 12, 1899: Philip Harvey; serious disobedience; fined five days' pay.

Tried January 10, 1899: Louis Fuler; intoxication; serious; fined fifteen days' pay.

Tried January 10, 1899: Charles A. Cully; intoxication; fined ten days' pay

Tried January 10, 1899: C. M. O'Keefe; intoxication; fined twenty days' pay.

Tried January 10, 1899: F. F. Murphy; intoxication; fined twenty days' pay.

Tried January 10, 1899: M. M. Murphy; falsely reported lost shield, when he had pledged it; fined thirty days' pay.

Tried January 10, 1899: M. M. Murphy; came to station house drunk and unfit for duty; fined twenty days' pay.

Tried January 5, 1899: William Boyne; intoxication and quarrelling with citizen; fined ten days' pay.

Tried January 5, 1899: John J. Dawson; assaulted citizen with hand and club without just cause; fined thirty days' pay.

Date of complaint, March 24: Peter Flanagan; intoxication; fined thirty days' pay.

April 9, 1899: John J. Fagin; in hallway drunk; ten days' pay.

March 13, 1899: John J. Gillen; assaulted and abused citizen; reprimanded.

April 28, 1899: Bernard Goldman; vile and threatening language to citizen; three days' fine.

May 9, 1899: D. H. Gleeson; false arrest and indecent language; reprimanded.

June 7, 1899: Oliver W. Gardiner; indecent and threatening language to female; reprimanded.

March 25, 1899: Wm. Hoar; intoxication; fined thirty days' pay.

April 28, 1899: John J. Healey; during patrol asleep in a hotel; assaulted citizen; twenty, reduced to five days' fine.

May 22, 1899: John L. Hyatt; insulting language to female; fined half day's pay.

April 8, 1899: Michael J. Kiley; assaulted a woman and used threatening and indecent language to her; fined five days.

May 8, 1899: Patrick Keenan; intoxication; fined thirty days.

March 18, 1899: James H. Leonard; intoxication; fined ten days.

March 22, 1899: T. J. Mead; without cause assaulted citizen with baton; fined ten days.

March 13, 1899: James F. McGarry; insulting language to superior; fined five days; intoxication; fined fifteen days; did not properly patrol; fined three days; same offense; fined three days.

March 13, 1899: William J. McLaughlin; intoxication; fined four days.

May 5, 1899: Francis J. McCabe; intoxication; fined twenty days.

March 1, 1899: P. J. O'Sullivan forcibly entered apartments and used abusive language; fined three days.

March 31, 1899: George L. Petry; threatening and abusive language to female; reprimanded.

February 22, 1899: Charles Sheridan; insolent language to superior; fined five days.

March 12, 1899: Henry Steller; in back room of a saloon and his uniform on a citizen; fined five days.

April 27, 1899: Jeremiah J. Sullivan; arrested and falsely accused woman and used unbecoming language; fined ten days.

May 19, 1899: James Wren; disobedience and insolence; reprimanded.

Tried March 30, 1898: Patrick F. Ahearn; assaulted woman; reprimanded.

Tried February 2, 1898: T. J. Bell; assaulted citizen; fined five days.

Tried March 23, 1898: Frederick Sehr; assaulted citizen; fined five days.

Tried March 28, 1898: William J. Broderick; intoxication; fined ten days.

Tried May 11, 1898: F. H. Bergman; intoxication; fined ten days.

Tried January 10, 1898: Charles A. Cully; intoxication; fined ten days.

Tried March 9, 1898: Charles A. Cooke; intoxication; fined ten days.

Tried March 23, 1898: James D. Cunningham; intoxication; fined twenty days.

Tried April 6, 1898: Cornelius B. Doherty; forcibly detained and made improper proposal to a lady; fined ten days.

Tried April 11, 1898: William Duncan; intoxication; fined twenty-five days.

Tried June 2, 1898: Charles B. Dyer; assaulted boy; fined three days.

Tried February 8, 1898: Francis J. Brennan; intoxication; reprimanded.

Tried April 5, 1898: A. A. Britton; intoxication; fined three days.

Tried April 28, 1898: James Black; assault; fined two days.

Tried June 14, 1898: Alfred Bromfleck; intoxication; fined fifteen days.

Tried July 19, 1898: James Bolton; intoxication; fined twenty days.

Tried September 22, 1898: Alfred Bromfleck; intoxication; fined twenty-two days.

Tried October 6, 1898: B. F. Bennet; intoxication; fined three days.

Tried November 18, 1898: Frank Bolles; intoxication; fined twenty-five days.

Tried November 29, 1898: L. H. Brown; in another precinct in a saloon throwing dice with another officer; fined twenty days.

Tried January 5, 1898: William Boyne; intoxication; quarreling; fined ten days.

Tried February 10, 1898: Frank X. Conway; knocked down a woman; fined two days.

Tried February 15, 1898: Charles A. Cook; illegal arrest and threatening superior; reprimanded.

Tried February 15, 1898: Charles A. Cook; during patrol was in liquor saloon; fined ten days.

Tried June 30, 1898: Richard J. Clarson; threatening language to superior and absent from post in a saloon; fined five days.

Tried July 12, 1898: P. H. Conway; intoxication; fined thirty days.

Tried August 30, 1898: H. S. Creggier; intoxication; fined ten days.

Tried October 4, 1898: John Cassidy; intoxication; fined twenty days.

Tried September 29, 1898: Robert F. Crow; assaulted citizen several times; fined thirty days.

Tried October 13, 1898: Owen Donovan; threatening language to superior; fined three days.

Tried October 20, 1898: William Cashman; feigned sickness and absence; fined five days.

Tried November 3, 1898: George R. Cain; assaulted citizen; fined five days.

Tried November 29, 1898: P. H. Coleman; profane language to sergeant; fined five days.

Tried November 29, 1898: James Cummings; intoxication; fined twenty days.

Tried May 17, 1898: Roundsman W. F. Doran; intoxication; fined three days.

Tried May 19, 1898: David Davis; received subscription and failed to pay it over; fined ten days.

Tried July 12, 1898: James Dooley; profane language to citizen; fined fifteen days.

Tried July 4, 1898: Thomas F. Dougherty; threatened to shoot citizen; fined five days.

Tried August 23, 1898: James Dougherty; intoxication; fined twenty-five days.

Tried August 23, 1898: J. J. Dawson; assaulted citizen with club; fined thirty days.

Tried November 29, 1898: Charles Edwards; intoxication; fined thirty days.

Tried March 1, 1898: Joseph P. Fitzgerald; intoxication; fined fifteen days.

Tried May 24, 1898: John Fallon; profane and threatening language to superior; fined two days.

Tried November 15, 1898: Thomas B. Fay; disrespectful language to superior; reprimanded.

Tried November 15, 1898: Martin Fay; indecent language to superior; reprimanded.

Tried January 25, 1898: James J. Gannon; intoxication; fined twenty-five days.

Tried January 16, 1898: H. S. Gerow; intoxication; fined thirty days.

Tried July 21, 1898: Joseph Gillespie; threatened a boy with bodily harm; fined five days.

Tried October 4, 1898: William F. Goodburn; assaulted a female and used profane language to her; fined five days.

Tried November 17, 1898: J. M. Guilfoyle; feigned sick and disobeyed orders; fined ten days.

Tried November 22, 1898: D. S. Garvey; intoxication; fined thirty days.

Tried January 11, 1898: James A. Hassett; intoxication; fined three days.

Tried January 13, 1898: Lawrence Holland; intoxication; fined thirty days.

Tried January 25, 1898: Joseph Hackett; intoxication; fined ten days.

Tried February 3, 1898: R. J. Holland; indecent language to superior; fined three days.

Tried February 23, 1898: Daniel E. Hawkins; intoxication; fined thirty days.

Tried March 10, 1898: William Hoar; assaulted citizen; fined three days.

Tried March 10, 1898: H. H. Heywood; disrespectful to superior; fined five days.

Tried April 14, 1898: Louis Hyams; assaulted citizen; fined five days.

Tried May 5, 1898: Thomas P. Hickman; intoxication; fined ten days.

Tried November 15, 1898: Thomas P. Hickman; intoxication; fined ten days.

Tried December 15, 1898: Charles Hildebrand; vile language and assault on citizen; fined ten days.

Tried December 15, 1898: F. C. Hahn; disobedience; fined three days.

Tried November 3, 1898: Edward F. Johnson; intoxication; fined five days.

Tried March 22, 1898: Maurice Kellcher; intoxication; fined thirty days.

Tried June 16, 1898: James S. Kane; intoxication; fined thirty days.

Tried November 17, 1898: John F. Kelly; intoxication; fined thirty days.

Tried November 22, 1898: John T. Keys; intoxication; fined twenty days.

Tried November 22, 1898: Michael J. Kieley; assaulted a boy; reprimanded.

Tried January 18, 1898: James Langen; intoxication; fined fifteen days.

Tried October 22, 1898: A. M. Lamb; assaulted citizen; fined five days.

Tried February 10, 1898: J. D. Moriarty; intoxication; fined five days.

Tried March 9, 1898: Michael Madden; abusive to superior; fined five days.

Tried April 14, 1898: Bernard Murphy; intoxication; fined five days.

Tried June 2, 1898: William E. Maher; feigned sickness; fined ten days.

Tried July 21, 1898: Michael Mitchell; disobedient to superior; three cases each; fined five days.

Tried September 15, 1898: Jeremiah Moran; assaulted citizen; fined five days.

Tried January 13, 1898: John McKee; intoxication; fined fifteen days.

Tried July 14, 1898: Bernard McKeever; abusive to citizen; reprimanded.

Tried September 20, 1898: John J. McDonald; intoxication; fined ten days.

Tried October 25, 1898: F. J. McCabe; standing in front of bar in full uniform drinking a glass of beer; five days' pay.

Tried November 1, 1898: E. D. McLean; intoxication; fined fifteen days' pay.

Tried December 1, 1898: Frank W. McLaughlin; indecent language to superior; fined twenty days.

Tried December 1, 1898: Frank McLaughlin; assaulted woman; fined ten days.

Tried December 26, 1898: John J. McKenna; vile and indecent language to sergeant; fined five days.

Tried March 15, 1898: John P. Newcomb; intoxication; reprimanded.

Tried April 7, 1898: S. A. Nethercott; intoxication; fined thirty days.

Tried July 26, 1898: Henry D. Nichols; intoxication; fined ten days.

Tried May 19, 1898: James O'Connor; used vile language in court; fined five days.

Tried December 8, 1898: Roundsman Daniel O'Connell; improper remarks to captain; fined three days.

Tried December 8, 1898: James O'Brien; absent from post and assaulted captain; fined thirty days.

Tried February 1, 1898: William K. Pohlers; abusive language to superior; fined ten days.

Tried March 31, 1898: William J. Peters; disobeyed orders; fined three days.

Tried September 15, 1898: Sergeant William B. Porter; assaulted citizen; fined ten days.

Tried February 10, 1898: John J. Ryan; neglect of duty and threatening language to citizen; fined five days.

Tried May 12, 1898: Michael F. Reilly; profane language to superior; fined thirty days.

Tried October 27, 1898: Michael F. Reilly; intoxication; fined thirty days.

Tried March 3, 1898: Andrew Schoeller; intoxication; fined thirty days.

Tried September 27, 1898: John Stack; profane language to superior; fined three days.

Tried October 11, 1898: John P. Sheehy; intoxication; (three cases all); fined twenty-five days.

Tried October 27, 1898: Andrew Schrelles; intoxication; fined thirty days.

Tried October 27, 1898: Doorman C. W. Sprague; intoxication; fined ten days.

Tried December 27, 1898: C. W. Sprague; intoxication; fined fifteen days.

Tried December 13, 1898: Thomas J. Skelly; struck a citizen without cause; fined thirty days; intoxication, ten days; off post in liquor store, ten days.

Tried February 17, 1898: John D. Taylor; off post in liquor store and used profane language to superior; reprimanded.

Tried April 12, 1898: William H. Thompson; intoxication; fined three days.

Tried October 27, 1898: John W. Tonges; inside polling booth with door locked with partially intoxicated woman; fined twenty-five days.

Tried August 4, 1898: William D. Vanderbilt; refused to obey orders; fined one day.

Tried September 15, 1898: Gottlieb Vosatka; assaulted citizen; fined ten days.

Tried February 8, 1898: Frank Wekerlee; intoxication and left post; fined twenty-five days.

March 8, 1898: Gustav Weil; intoxication; fined twenty-five days.

March 17, 1898: Henry C. Williams; assaulted citizen; fined two days.

All fined or reprimanded; 86 cases of intoxication; 51 cases of abuse of citizens, men, women and boys; 29 cases of insolence, insubordination, disobedience and abuse of superior officers. Attention is called to the fact that there are very few trials for the always common offense of loitering and conversation. I also offer in evidence a partial list of cases of neglect of duty, improper patrolling, etc., found in the records of the police department, punished by fines and reprimands, between January 1, 1898, and July 31, 1899. There appear on this list 220 cases, embraces cases of officers found off duty, in saloons or drinking or in the early morning hours. The 220 cases are fined in total sixty days' pay. The average fine is two and six-elevenths days' pay for each case. Sixty-four of these 220 cases were for being off post in saloons or hotels drinking. The total number of days' fine for those 64 cases is 258, an average of four and a slight fraction days for each case.

James W. Bigelow, off post drinking, fined two days' pay.

George Beesby, off post drinking, reprimanded.

Charles A. Cooke, off post in a hotel, fined three days' pay.

Charles A. Cully, absent from duty 95 hours, fined three days' pay.

James Dougherty, off post in beer garden, fined five days' pay.

Charles Edward, off post in barroom, fined three days' pay.

John Freer, off post, private apartment, fined three days' pay.

Frank W. Faust, off post, hotel, drinking, reprimanded.

Peter Magan, off post in hotel, glass in hand, fined five days' pay.

Joseph J. Gillen, off post asleep, fined ten days' pay.

James J. Healey, off post in saloon, fined three days' pay.

Stephen F. Haughey, off post in hotel, fined three days' pay.

Martin V. Harmon, took a night off against orders, fined five days' pay.

Edward S. Kasmire, off post playing cards, fined five days' pay.

David Roche, off post in restaurant fined three days' pay.

John Kennedy, off post, similar, reprimanded.

Daniel T. Kelly, off post similar, five days' pay.

Edward Kennedy, off post, similar, one day's fine.

George W. Kokel, off post, similar, one day's fine.

Frank J. Link, off post, in restaurant, two days' fine.

James Morrissey, off post, in saloon drinking, five days' fine.

William H. Michaels, off post, in hotel bedroom, fifteen days' fine.

Henry McVey, off post, in saloon, five days' fine.

Francis J. McCabe, off post, at bar drinking, five days' fine.

Ed. J. Peters, off post, sitting in store, two days' fine.

Luke A. Parslow, off post, sitting in house, five days' fine.

Morris Roth, off post, in liquor saloon, five days' fine.

Charles C. Reed, off post, in liquor store, five days' fine.

John P. Sheehy, off post, in hotel, ten days' fine.

Richard F. Sheffler, off post, in office, two days' fine.

Henry Steller, off post, in saloon, five days' fine.

Benjamin H. Smith, off post, in saloon, three days' fine.

Nicholas Scherer, off post, in saloon, one day fine.

William Stoothpf, off post, in saloon, three days' fine.

John D. Taylor, off post, in saloon, reprimanded.

Thomas F. Callan, off post, in saloon, two days' fine.

Martin Cahill, off post, in saloon, one day's fine.

Patrick J. O'Sullivan, off post, in saloon bathroom, five days' fine.

Peter T. Miller, off post, in telegraph office sitting, 2 a. m., two days' fine.

William Hardick and William S. Bradley, off post, in restaurant, 12.25 a. m., reprimanded.

George W. Loures, off post, in restaurant, 12.25 a. m., reprimanded.

Frank G. Fletcher, off post, coming out of saloon, three days' fine.

Thomas A. Hogan, off post, in saloon, three days' fine.

William O'Shaughnessy, off post, in liquor saloon, 3.40 a. m., three days' fine.

Thomas A. Hogan, off post, sitting in restaurant, reprimanded.

William Nesbit, off post, preaching in church, reprimanded.

John Driscoll, off post, in saloon, three days' fine.

Thomas F. Murphy, James K. Leonard, Thomas Green, off post, in saloon, 12.30 a. m., three days' fine each.

Louis H. Brown, off post, in railroad station, 2.20 a. m., one day's fine.

Martin Cahill, off post, in postoffice, 10.32 p. m., three days' fine.

George W. Kokel, off post, concert hall diningroom, one day's fine.

Isaac M. White, off post, in liquor store, five days' fine.

Gardner C. Dunham, off post, in restaurant, one day's fine.

James J. Healey, off post, in liquor store, three days' fine.

William E. Maher, off post, in real estate office, 2.10 a. m., three days' fine.

Michael E. Lyons, off post, in hotel restaurant, two days' fine.

George F. Cox, off post, in saloon rear room, ten days' fine.

L. A. Terwilliger, off post, in saloon hallway, 1.30 a. m., five days' fine.

D. McGinnis and Albert Frey, off post, five days' fine.

R. A. Wilson, off post in bakery, 4.40 a. m., four and a half days' fine.

Henry McNary, off post, in saloon, five days' fine.

George Schaeffer, off post, in basement, five days' fine.

Morris Roth, off post, in saloon, five days' fine.

Benjamin H. Smith, off post, in saloon, three days' fine.

Frank G. Adams, off post, in saloon, three days' fine.

Peter P. Alwell, off post, in saloon, ten days' fine.

William R. Murray, off post, at bar, ten days' fine.

John J. Healey, asleep in hotel and assault, twenty, reduced to five days' fine.

Edward McGuire, in saloon drinking beer, two days' fine.

James Burke, off post, in saloon, reprimanded.

Louis W. Brower, off post, in another precinct throwing dice with another officer, twenty days' fine.

Richard J. Clarson, off post, in saloon, five days' fine.

Thomas J. Skelly, off post, in saloon, ten days' fine.

Christopher Mulback, off post, in engineroom, 2.40 a. m., two days' fine.

Martin F. Conway, off post in toolhouse, 3.35 a. m., ten days' fine.

Martin F. Conway, off post, in watchhouse, 1.50 a. m., ten days' fine.

Peter F. Leler, off post, in empty store, 4.25 a. m., two days' fine.

Robert Pawson, off post, in shanty, at 4.10 a. m., reprimanded.

William Hoar, off post, in diningroom, 3.10 a. m., reprimanded.

J. F. Horrigan, off post, in restaurant, at 12.40 a. m., one day's fine.

Martin Cahill, off post, in saloon, one day's fine.

Joseph Morrissey, off post, in saloon side-door drinking, ten days' fine.

O. C. Schisberger and Matthew Courtney, off post, in front of store, ream room, three days' fine.

Emil Johnson, off post, in saloon, 12.20 a. m., five days' fine.

John J. Healey, off post, in builder's booth, 3.30 a. m., three days' fine.

Luke A. Parsein, off post, sitting in boilerroom, hat and coat off, 3.20 a. m., five days' fine.

Patrick O'Sullivan, off post, in saloon back room, two days' fine.

William T. Prendergrast, off post, in saloon, at bar, 4 a. m., five days' fine; did not properly patrol at 3 a. m. to 4 a. m., Sunday, five days' fine.

Philip Daly, off post in livery stable, 11.15 p. m., three days' fine.

Thomas F. Dougherty, off post in saloon at bar, three days' fine.

John T. McGee, off post, in restaurant, 5.05 a. m., one day fine.

Jacob Ott, off post, in saloon, five days' fine.

Fred. DeGenhart, off post, coming from saloon hall, one day's fine.

Bartow E. Wells off post, in restaurant, one day's fine.

M. F. Hannon, off post, in hotel hallway, 8.30 p. m., one day's fine

John Bidinger, off post, in restaurant, 12.30 a. m., reprimanded.

Michael F. O'Brien, off post, in restaurant, half day's fine.

Charles Brown, off post, in restaurant, 1 a. m., one day's fine.

Philip Daly, off post, in shanty, 4.35 a. m., two days' fine.

Peter C. Hilbert, off post, coming out of saloon, two days' fine.

Daniel J. Curtin, off post, in celler sitting on barrel, two days' fine.

Charles A. Cooke off post, in saloon back room with women, twenty-five days' pay fine.

Patrick J. Grimes, off post, in restaurant, 2.20 a. m., one day's fine.

Reuben R. Huntington, off post, coming from saloon, one day's fine.

Daniel F. Kelly, off post, in rear room cigar store, five days' fine.

Edward S. Kasmire, off post, playing cards, five days' fine.

William T. Somerville, off post, in saloon, two days' fine.

Philip F. Mahoney, off post, in office sitting at a table, 11.12 a. m., one day's fine.

John W. Mann, off post, coming from hotel, 3.35 a. m., one day's fine.

Michael J. Sullivan, off post, in a readingroom, 4.40 a. m., reprimanded.

John L. Maher, off post, in saloon, reprimanded.

Joseph McKay, off post, lying on packing box, reprimanded.

Frederick Wick, off post, sitting on truck, reprimanded.

Chester A. Marvin, off post, sitting on bench, reprimanded.

John E. Rogan, off post, in saloon, three days' fine.

Alexander B——, off post, in slaughter house, reprimanded.

Barnard Dolan, off post, in telegraph office, 4.30 to 4.50 a. m., fined half day.

F. A. Malone, off post, in drug store, 3.15 a. m., reprimanded.

William F. Olfenbottle, off post, sitting on bench in elevated railroad station, hat and coat off, 5.25 a. m., two days' fine.

John H. Driscoll, off post, in hall of hotel, 5.25 a. m., two days' fine.

Joseph M. Garvey, off post, in basement of restaurant, 1 a. m., reprimanded.

Frederick Faulhaber, off post, sitting on bench in park, 3.50 a. m., one day's fine.

Robert J. Jennings, off post, in doorway, 1.35 a. m., one day's fine.

Richard T. Scheffler and Thomas G. Clark, off post, in real estate office at 4.35 a. m., two days' fine.

James J. Drum, off post, coming out of brewery, 5.25 a. m., three days' fine.

L. S. Minnerty, off post, sitting on fruit stand, 2.10 a. m., two days' fine.

Rudolph Byers, off post and Matthew Courtney off post, sitting in shanty in park, 4.08 a. m., two days' fine.

George Reid, similar, one day's fine.

Dennis McCarthy, off post, similar, reprimanded.

Thomas Reilly, off post, similar, 1.05 a. m., reprimanded.

Peter S. Farney, off post, similar, two days' fine.

John J. Bannon, off post, in saloon, 6.30 a. m., two days' fine.

Louis McMahon, off post, in fish store, 12.40 a. m., reprimanded.

John Kennedy, off post, sitting in chair on E. R. R., 4 a. m., reprimanded.

Michael Clune, off post, coming from saloon hallway, two days' fine.

John J. Murphy, off post, sitting down asleep, two days' fine.

The following officers were convicted of not properly patrolling at hours between 12.05 a. m. and 6 a. m., the dangerous hours of the night:

Robert T. Simpson, two days' fine.

Robert J. White, reprimanded.

Frank E. Deishley, one day's fine.

Daniel O'Neil (45 minutes), two days' fine.

John E. Drexler (85 minutes), two days' fine.

George Kohlman (29 minutes), one day's fine.

George Lubbe (25 minutes), one day's fine.

John Schenkemtzt, one day's fine.

Dennis Driscoll, half day fine.

Simon F. Schaefer, two days' fine.

Patrick D. O'Connell, two days' fine.

S. P. Gilligan, reprimanded.

M. K. Clarkin (45 minutes), two days' fine.

Bernard Dolan (20 minutes), half day's fine.

Patrick J. Grimes (25 minutes), one day's fine.

George Reiss.

Robert B. White, half day's fine.

Philip Daly (52 minutes), three days' fine.

Victor L. Crowell, reprimanded.
M. Appleby, (25 minutes), reprimanded.
Michael F. Walsh (30 minutes), two days' fine.
Martin Cahill (71 minutes), two days' fine.
James Halley (45 minutes), one day's fine.
George Reinold (52 minutes), one days' fine.
Fred. Dughart (40 minutes), one day's fine.
John Schenkentz (40 minutes), one day's fine.
Martin Owendorf, reprimanded.
Gilbert Holmes (17 minutes), half day's fine.
John M. Guilfoyle (27 minutes), one day's fine.
George E. Carroll, reprimanded.
Jerome McDonough (30 minutes), two days' fine.
Edward Schultz (25 minutes), reprimanded.
Julius F. Schultz (28 minutes), reprimanded.
Peter J. Donaldson, one day's fine.
Charles Gray, one day's fine.
Patrick Linthan, one day's fine.
William J. Monroe (25 minutes), two days' fine.
James A. Kieley (145 minutes), seven days' fine.
William J. Eggers (50 minutes), two days' fine.
Edward J. Schoemaker (30 minutes), reprimanded.
Patrick Dowd (35 minutes), reprimanded.
G. J. Brophy (45 minutes), four days' fine.
John Linney (30 minutes), one day's fine.
Patrick O'Sullivan (45 minutes), two days' fine.
Philip Daly (23 minutes), two days' fine.
Frederick Degenhart (159 minutes), three days' fine.
Frederick Degenhart (60 minutes), two days' fine.
James McGowan, three days' fine.
James Carew (25 minutes), reprimanded.
G. W. Simerlein (55 minutes), three days' fine.
John J. Newlands (30 minutes), one day's fine.
Oliver W. Gardner (45 minutes), two days fine.
John M. Guilfoyle (40 minutes), two days' fine.
Peter B. Byrne (45 minutes), two days' fine.
Francis J. Andrews (20 minutes), reprimanded.
Bruno M. Hitser, one day's fine.
Henry McQueeney, reprimanded.
John Storms (45 minutes), fined three days' fine.

Henry Woodly (40 minutes), two days' fine.
A. B. Gunnison (35 minutes), reprimanded.
Patrick McKiernan (45 minutes), two days' fine.
George A. Stull (35 minutes), one day's fine.
Arthur M. Werner (65 minutes), three days' fine.
James McEneaney (25 minutes), one day's fine.
M. J. Phoney (20 minutes), one day's fine.
E. Cummisky (22 minutes), one day's fine.
William J. Colyer (30 minutes), reprimanded.
Edward Kennedy (40 minutes), two days' fine.
W. P. Gorman (35 minutes), two days' fine.
J. F. McManis (80 minutes), five days' fine.
John W. Toomey (35 minutes), one day's fine.
E. A. Nostrand (130 minutes), five days' fine.
Henry Doup (25 minutes), one day's fine.
Louis C. Boerum (37 minutes), reprimanded.
William Hoar (25 minutes), one day's fine.
Patrick Smith (30 minutes), one day's fine.
William Eckoff (27 minutes), reprimanded.
William J. Taylor (25 minutes), reprimanded.
George Lahm (30 minutes), reprimanded.

Two hundred and twenty cases in this list, 64 of them being off post in saloons, hotels, drinking. Total fines, 560 days, average fine two and six-elevenths, total 258, average four and one-thirty-second days.

I offer also a transcript from the chief's book of suspected places of opium joints crossed off, places that were once suspected of being opium joints and were crossed off the list. There are seven of these places, and none appear now on the chief's list.

Opium joints, on chief's books, entered and marked off the same day:

October 3, 1898, 23 Pell street, Sixth precinct.

July 18, 1898, 204 Forsyth street, Twelfth precinct.

August 8, 1898, 219 West Twenty-fourth street, Twentieth precinct.

December 5, 1898, 554 Seventh avenue.

December 12, 1898, 240 West Fortieth street.

January 16, 1899, 256 West Forty-first street.

March 13, 1899, 207 West Fortieth street.

There does not appear on the chief's book August 18, 1899, any place in the city of New York suspected of being an opium joint.

The Chairman—None in the whole city?

Mr. Moss—None in the whole city, not even the place that was raided yesterday. I offer also a list of suspected poolrooms on the chief's book, which were marked vacated or closed and discontinued, where evidence has been obtained by the committee's employes showing that the rooms were open and doing business:

300 West Broadway, Tenth precinct: Discontinued June 13, 1898; moved to 315 Canal street, and evidence found on June 27, July 27, also April 22, May 31, 1899.

114 West Thirty-eighth street, Nineteenth precinct: Discontinued September 17, 1898; evidence found July 17, July 22, also May 3 and 6, 1899.

114 West Thirty-fourth street, Tenth precinct: Discontinued June 6, 1898; moved to 109 West Thirty-fourth street, not on chief's book and evidence found June 26, July 8, July 24, 1899.

52-4 East Forty-first street, Nineteenth precinct: Discontinued May 30, 1898; we have evidence June 20, 22, 24, July 7, 14, 24, May 6 and 8, 1899.

108 West Thirty-eighth street, Nineteenth precinct: Discontinued September 12, 1898; moved to 114 West Thirty-eighth street, above which in turn was crossed off.

379 Sixth avenue, Nineteenth precinct: Discontinued September 19, 1898; moved to 111 West Twenty-third street, below which in turn was crossed off.

111 West Twenty-third street, Nineteenth precinct: Discontinued February 14, 1898; July 13, 24, 25, also April 20, 1899.

100 West Twenty-fourth street, Nineteenth precinct: Discontinued February 13, 1899; we have evidence, June 24, July 17, 24, also May 2 and 31.

152-4 East Forty-second street, Twenty-first precinct: Discontinued June 20, 1898; evidence found July 3, 15 and 20, 1899.

719 Third avenue, Twenty-fourth precinct: Discontinued September 26, 1898; evidence found July 20, 1899, also May 10, 1899.

1108 Third avenue, Twenty-fifth precinct: Discontinued May 29, 1899; evidence found July 3, 15, 22, also April 14, 1899.

2348 Eighth avenue, Thirty-first precinct: Discontinued May 29, 1899; evidence found July 5, 15, 19, also April 22, 1899.

2305 Third avenue, Thirty-second precinct: Discontinued May 29, 1899; evidence found July 15, also April 11, 1899.

100 East One Hundred and Twenty-fifth street, Thirty-second precinct: Discontinued May 29, 1899; evidence found July 5, 22, also April 11, 1899.

9 Hamilton avenue, Brooklyn, Forty-fifth precinct: Discontinued November 14, 1898; moved to 14 Hamilton avenue, not on chief's book. Evidence found July 19 and May 20, 1899.

47 Smith street, Forty-ninth precinct: Discontinued July 4, 1898; moved to 360 Fulton street, not on chief's book. Evidence found on June 9, 10, July 28, also May 15, 1899.

23 Boerum place, Forty-ninth precinct: Discontinued June 20, 1898; Evidence obtained July 19, 1899.

7 Willoughby street, Fiftieth precinct: Discontinued July 4, 1898; evidence obtained July 19, 28, 1899.

The Chairman—Is there anything on the record to show the day on which they were crossed off?

Mr. Moss—Yes, sir; that is stated upon this memorandum. Eighteen cases. I stated a few yesterday, and that is the total statement. I also offer for the purpose of making the record clear a list of the 81 places against which the employes of the committee obtained evidence as poolrooms since June the 8th. Since June 8th evidence has been procured against:

60 Broad street; 582 Seventh avenue; 130 Flatbush avenue, Brooklyn; 7 Willoughby street, Brooklyn; 218 Eighth avenue; 125 Eighth avenue; 133 East Thirteenth street; 991 Sixth avenue; 360 Fulton street; 1151 Fulton street, Brooklyn; 125 Franklin street, Brooklyn; 150 Franklin street, Brooklyn; 444 Broome street, N. Y.; 699 Sixth avenue; 389 Sixth avenue; 80 Sixth avenue; 3 Battery place, 56 New street; 9 St. Mark's place; 54 East Forty-first street; 466 Boulevard; 286 Broadway; 293 Broadway; 54 East Fourteenth street; 109 West Thirty-fourth street; 101 West Twenty-fourth street; 100 West Twenty-fourth street; 231 East Twenty-third street; 80 Park Row; 118 Nassau street; 200

West Forty-second street; 550 West Forty-second street; 156 East Twenty-third street; 583 Seventh avenue; 418 Eighth avenue; 6 Murray street; 82 Church street; 55 Broadway; 48 Broad street; 6 Front street; 118 Wall street; 154 East Forty-second street; 1108 Third avenue; 200 East Seventy-ninth street; 1643 Third avenue; 938 Eighth avenue; 2348 Eighth avenue; 100 East One Hundred and Twenty-fifth street; 232 East Eightieth street; 186 East One Hundred and Sixteenth street; 147 East Forty-second street; 54 East Forty-first street; 12 Centre street; 62 Vesey street; 695 Seventh avenue; 111 West Twenty-third street; 685 Sixth avenue; 72 West Thirty-sixth street; 112 West Fourteenth street; 315 Canal street; 60 Broad street; 155 Avenue C; 33 Park row; 116 University place; 2305 Third avenue; 114 West Thirty-eighth street; 200 West Forty-second street; 582 Seventh avenue; 43 Mercer street; 302 West Sixth street; 216 Eighth avenue; 719 Third avenue; 233 East Thirty-third street; 328 Bowery; 20 Dey street; 207 Greenwich street; 62 Vesey street; 1389 Third avenue; 203 East One Hundred and Twenty-fifth street; 158 East Twenty-seventh street; 2 New Chambers street.

I also offer a transcript from the chief's book of the 25 places that he suspects to be poolrooms:

Fifth precinct—80 Park row; 33 Park row; 12 Centre street.

Tenth precinct—43 Mercer street.

Eleventh precinct—286 Bowery.

Thirteenth precinct—620 Grand street.

Fifteenth precinct—293 Bowery; 9 St. Mark's place.

Nineteenth precinct—72 West Thirty-sixth street; 54 West Twenty-ninth street; 42 West Twenty-fourth street—Frank Farrell again crossed out—141 West Forty-first street; 1303 Broadway; 699 Sixth avenue.

Twentieth precinct—582 Seventh avenue; 418 Eighth avenue; 200 West Forty-second street; 550 West Forty-second street.

Twenty-second precinct—147 West Forty-second street; 938 Eighth avenue; 991 Sixth avenue.

Fifty-sixth precinct (Brooklyn)—1155 Fulton street, Brooklyn.

Mr. Moss—Mr. Chairman, I see from the records that Patrick Keenan and Officers Shea and three or four others of those whose records were offered in evidence were dismissed from the department yesterday. I think it is only fair to these men to say that it was known at police headquarters that I had taken their records and was examining their cases at least two weeks ago.

The Chairman—I understood the records read here yesterday went up to the 15th of July.

Mr. Moss—Yes. My associates have called my attention to a few of these police cases that I should have read yesterday in the evidence. Each of these cases contains some incident that ought to be brought out on the record.

John Kennedy was seen sitting on a chair in the porter's closet on the elevated railroad station at Fifty-ninth street and Columbus avenue at 4 a. m. May 27th last; found guilty by Commissioner Sexton and reprimanded.

John W. Kokell was absent from his post and in the dining-room of Turn Hall, 158 Third avenue, at 2.45 a. m. during his tour of patrol duty; convicted by Commissioner Sexton and fined one day.

Michael Mitchell: Charged that said Patrolman Michael Mitchell failed to properly patrol his post and could not be found thereon from 8.22 until 8.34 p. m. July 12, 1898, and when found used profane and abusive language towards Roundsman John Campbell, saying, "You are sneaking after me, you old Irish son-of-a-bitch; you can go to hell," and followed said roundsman through Broome street to Mulberry street, where he again used the same abusive and profane language and struck said roundsman in the face with his fist, and when accused in the stationhouse of using said profane profane and abusive language before Sergeant Strobe said, "Yes, you are all I called you"; this during his tour of patrol duty; tried before Commissioner Sexton; found guilty and fined five days' pay.

William H. Michaels: Charged with being absent from his post in a hotel, 2831 Eighth avenue, and when seen was in a bedroom on the second floor at 5.18 a. m., December 30, 1898, during patrol tour; tried before Commissioner York; found guilty and fined fifteen days' pay.

Gustave Lindgreen: Charged that about 7.45 a. m., February 7, 1899, on the complaint of John Long, janitor of the Central National Bank building, 320 Broadway, arrested one John Pringle, whom he (Long) charged with assaulting him in the aforesaid premises by striking him (Long) on the head and mouth with his fist, thereby knocking him down, and also drawing a knife in a threatening manner; and thereafter the said Patrolman Lindgreen took the said Pringle to the corner of Broadway and Leonard street, where he released him from custody; and further, said Patrolman Lindgreen failed to make any report at the stationhouse in relation thereto at the expiration of his tour of patrol duty; found guilty before Commissioner Hess and fined two days' pay.

Thomas F. Dougherty: From affidavit of William S. Walcott, who says: "I reside at 637 Western Boulevard, borough of Manhattan, city of New York, and am a watchman in charge of a building at the above number. On the 5th day of July, between 10 and 11 o'clock a. m., Officer Thomas F. Dougherty, then of the Thirty-third precinct, now of the Eighteenth precinct, came up to the window at the above number, where I was sitting in the room reading, and asked me if he could come in. I told him I did not allow anybody in there. He then said, 'Won't you let me come in and sit down a little while with my friend?' I said, 'No, I could not.' At that he pulled out a pistol and pointed it at me and said, 'I will shoot you. Now will you let me in?' I said, 'No, you can't get in.' He then said, 'I will get you out of there to-morrow,' to which I replied, 'I can't help that.' The officer then said, 'I will come in anyway,' and he pulled the pistol out again and pointed at me and said, 'Pull that bar out,' referring to a wooden bar in the center of the window, to which I replied, 'I shall not do it.' Officer

Dougherty then said, 'I will knock it out,' and the man who was with him handed a club to him, and with that club he knocked this bar out so that he could get in; he then handed his pistol to the other man and jumped partly in, the other man helping him. He got his head and shoulders in through the window and I took a stick and pushed him back; and as I pushed the officer back his hat dropped off inside the room. The other man asked me if I would give the officer his hat, and I said yes, and I picked the hat up and handed it to the other man. Then I blew my whistle for the janitor next door and for assistance; and as I did so the officer made another dive for the window, getting part way in, and I threw him back. Then two or three citizens came up and with the man who was with the officer they took hold of the officer and took him away." Tried before Commissioner Sexton; found guilty and fined five days' pay.

James Donley: Charged that he left his post at 11.55 a. m., June 29, 1898 and entered the private house of Mrs. Van Horn on the shore road near Voorhis avenue, and did not leave there until 12.40 p. m., it being his tour of patrol duty; second, he used profane and improper language to Mrs. Van Horn; he represented he was a captain's man; that she should sell liquor to guests; that it would be all right; that others did the same; that he often made \$100 a week. He asked for a drink of liquor, at the same time using profane and improper language. He left, saying he would return later, and did return at 3.20 p. m. and was informed that Mrs. Van Horn was engaged and was unable to see him. Tried before Commissioner Abell, found guilty and fined fifteen days' pay, and no special inquiry made upon the subject of his being the captain's man and making \$100 dollars a week.

David Davis: Charged that "said Patrolman David Davis, on or about January 5, 1898, collected from Patrolmen John W. Weiss, Frank Garnlein, William B. O'Malley, John O'Leary, Emil G. Leidel and other members of my command voluntary subscriptions amounting to \$29 in cash, for the benefit of the wife and children of Owen Sullivan, formerly a patrolman at-

tached to the Twenty-eighth precinct; and thereafter that the said Patrolman David Davis delivered to Patrolman Clinton W. Wood of the Twenty-eighth precinct (now Twenty-ninth precinct) the sum of \$14 only, representing the same to be the total contributions of the patrolmen attached to the Seventeenth precinct, thereby appropriating to his own use the sum of \$15 collected as aforesaid." In a great many of these cases the testimony does not appear, which is an entirely new departure in the police department, but here we have some testimony. Captain O'Brien explained to the commissioner, who was Commissioner Sexton, the circumstances of the case. He said that Officer Sullivan had been dismissed from the department and sent to prison for sixty days; that after he was sent to prison these officers got up a little friendly fund for his wife, and all this money was handed to Officer Davis to be paid to the delegate, and Davis went to the delegate and delivered \$14 and he never paid the rest until the complaint was made against him. Captain O'Brien said it was like a man who steals a watch and finds he is going to prison and then gives up the watch. Commissioner Sexton says: "You are a very mean man," addressing Officer Davis. "You are not fit to be on the police force. Do you know that? I will refer this case to the board." The endorsement on the envelope is, "Fined ten days' pay, J. B. S."—Commissioner Sexton.

Edward Gibson: Based on the affidavit of Charles Greenburg, who said: "My business is selling bread from a push cart, for which I have a license. On Tuesday morning, April 18, 1899, at about 7 o'clock, my wife was in Hester street, between Norfolk and Essex streets, selling bread from a basket, when a boy came up and stood in front of her. My wife told the boy to go away, which he refused to do and proceeded to upset the basket of bread on the street. I then went to pick up the bread and put it into the basket, and as I did so Patrolman Edmond Gibson, of the Twelfth precinct, came up to me, and, without saying a word, and without any provocation on my part, struck me on the side of the face with his open hand. I then went to my push cart,

which was on the street near there, and the said Officer Gibson ordered me to move away from there. I told the officer that I had a push cart license and had a right to be there as well as the other push cart men, whereupon the officer said, "I don't care for your license; I don't give a God damn for the license," and then placed me under arrest and took me to the stationhouse in Eldridge street. On the way to the stationhouse the officer, without provocation or cause, punched me in the side with the handle of his bicycle and also kicked me. At the stationhouse he made a false charge against me of blocking the sidewalk. I was then taken to Essex Market Court and there, on the complaint of the officer, Gibson, I was fined \$3. Found guilty by Commissioner Hess and fined two days' pay—false arrest, false accusation and assault and battery.

Mr. Hoffman—I desire to call attention to the fact that you simply put in one side of the story.

Mr. Moss—I want you to see what I am doing—I have told you that in most of these cases the evidence is not given, the accusation is there—and I will take this very case: There is the accusation—that is, the specification on which the man is tried, and there appears attached to it, and to every one of these cases—I will read the whole of this. I want you to see how formal it is. "At a meeting of the board of police"—you will understand, Mr. Chairman, that this form of adjudication which I am reading now, is to be found in every one of these cases; I read it now so you may see the form for all of them—"at a meeting of the board of police of the police department of the city of New York, duly convened and held pursuant to law and the rules and regulations of the said board, at No. 300 Mulberry street, in said city, June 9, 1899, present, Bernard J. York, Jacob Hess, Henry E. Abell, commissioners, in the matter of charges against Patrolman Edmond Gibson, of the police force, of the police department of the city of New York, attached to the Twelfth precinct: Upon reading and filing certain written charges in this matter, dated April 19, 1899, duly made and preferred in the form and manner prescribed by law and the rules and regulations of the said board, by

J. Greenburg (cit) against the said Patrolman Edmond Gibson, and a member of the police force of said city, and due proof having been made that a copy of such charges, together with a written notice that the same had been made and preferred against him, the said Patrolman Edmond Gibson, requiring him to appear and answer thereto at a proper time and place named in said notice, had been duly served upon him, the said Patrolman Edmond Gibson, in the manner required by law and the said rules and regulations; and he, the said Patrolman Edmond Gibson, having appeared and answered at the time and place mentioned, and required by said notice; and the said charges having been duly brought to a hearing and duly tried, heard publicly, examined and investigated in the manner required by law and the rules and regulations of the said board, and full opportunity having been afforded to the said Patrolman Edmond Gibson to be heard in his defense, and the proofs and allegations in relation to said charges having been duly taken and recorded as required by law, and the said rules and regulations, and due deliberation thereon had, now, therefore, be it by Commissioner Jacob Hess, resolved, declared, ordered and adjudged, that the said charges are true, and that the said Patrolman Edmond Gibson be, and is hereby fined two days' pay, and compensation or salary is hereby ordered to be forfeited and withheld. By order of the board of police. William N. Kipp, Chief Clerk." There could not be anything more formal if it was adjudicated by the supreme court. And whether Mr. Gibson was really guilty or not, or the particular degree of his guilt on these charges, the point we make is on the punishment they have fixed on their own judgment.

Philip Havey: Failed to report for duty at 9.45 a. m., November 10, 1898, when ordered by Police Surgeon Mark Williams. The said Patrolman Philip Havey, when ordered by Acting Captain James Gannon, at 9.45 a. m., November 10, 1898, to comply with subpoena to appear at trial room, police headquarters, refused to obey said order and answered that he was going home. He was again ordered by Acting Captain James Gannon not to leave the stationhouse, as it was his tour of reserve duty, which

order he disobeyed and left the Thirty-fourth precinct station-house. Tried by Commissioner York; adjudged to be guilty and fined five days' pay.

James Freer was off post and in the apartments of Mrs. Kent, and was found with his coat and helmet off about 5.30 p. m., it being his tour of patrol duty; convicted before Commissioner Abell and fined three days' pay.

James J. Gelton left his post and entered the office in the city park, where he was found asleep, sitting down with his helmet and coat off, at 5.05 p. m., November 1, 1898, it being his tour of patrol duty. Tried before Commissioner York; found guilty and fined ten days' pay.

Then here are three cases tried against Officer John F. Fiero, by the same commissioner, York. The first specification against Officer Fiero is, "Absent from reserve;" fined twenty-five days' pay. The second specification is, "Did not properly patrol;" fined twenty days' pay. The third specification is, "Absent from special post and sitting in a hotel;" fined fifteen days' pay. These three cases all occurred and grew out of the same transaction. The complaints are made on the same day, the trial was had on the same day, the judgments are entered on the same day, and this officer, Fiero, is fined sixty days' pay.

WILLIAM A. BUTLER, called as a witness, being duly sworn, examined by Mr. Moss, testified as follows:

I am a supervisor of the "City Record." The "City Record" is published by the Board of City Record, composed of the Mayor, Comptroller and Corporation Counsel. The Board of City Record gives out the contracts for printing the "City Record," as well as all other things which the different departments of the city of New York require. The "City Record" is a newspaper giving the detailed statements, or supposed to give the detailed statements, of every city department as they are issued, and the minutes of every meeting of a city board, and all the appointments of public officers. Their raises of salary and everything

concerning the action of the city government itself, its departments and officers, are supposed to be printed in the "City Record." It issues 2,000 copies a day. M. B. Brown Printing Company prints the paper. That was let out on competitive bids; let out by advertisement in about twelve papers, I think, as well as the "City Record." We published a notice for bidders to print the "City Record." There were about twenty-five bidders got specifications, but there were only two bidders at the last moment, J. W. Pratt Company and the Martin B. Brown Company. The J. W. Pratt Company is one of the finest firms in the city of New York. It is not closely associated with the Martin B. Brown Company; directly opposite; great antagonism between the two firms, as I understand it, and I believe I am right. I can't tell you how much lower Martin B. Brown & Company was off hand, but I think ten or twelve per cent. Our board also purchases the stationery for all the city departments. There is a great quantity of it. We had estimates on the blank stationery from two different concerns; about twenty got blank specifications, but only two figured, the United States Trading Company and L. W. Ahrens. The contract was originally given—it was divided; some cases Mr. Ahrens was lower than the Trading Company and other parts of the contract the Trading Company was the lowest, and they got it. It was given to the lowest bidder. We allowed the Trading Company—in other words, the Trading Company asked to be relieved of their contract. The L. W. Ahrens Company has the contract now. The whole business has been cut down. After the Trading Company got away from their contract I cut the amount of the goods down one-half—not in price, but in quantity, thinking I could get along with that amount. I had made a contract for some things with the United States Trading Company; stationery, and another contract with the Jordan Stationery Company. The contract with the United States Trading Company was quite large. When the United States Trading Company asked to be relieved from its contract I acquiesced, for the benefit of the city. I don't propose to expose a man's business in open court, but I

will tell you that privately. It was for the benefit of the city and I will stick to it. They did not comply with the specifications; they were trying to run in things I would not take. I said I thought I could get along by cutting each department down a certain quantity, and I did. I think I cut down that portion which I took away from the Trading Company; I think I cut it one-half; that is, the balance. I fixed the original quantity of goods called for in the contract with the United States Company and all other companies. I think they were supplying goods not more than six weeks or a month, something like that, a month or six weeks, or two months. I think the company is located in Greenwich street somewhere. Cavinier and Knapp, two or three Caviniers, I think, compose that company. I don't know who they are except their name is Cavinier. I mean to say they underbid the Ahrens Company on some of these things and got the contract. I had carefully gone over the matter before I let the contracts, before I made up the specifications. I made the contracts.

Q. What happened in those weeks to cause you to think you had ordered twice as much as you needed from the United States Company? A. I will explain that. In the first place, all the different departments and courts sent me their requisitions. I looked them over and if in my judgment I thought they should be cut down I cut them down; but I can't say what this department or that department will absolutely want; it is only a matter of judgment on my part, judged from what they had the previous year. I did that in this case—I forgot to state—it was more than two months, the two months were elapsing all the time. When I broke the contract I said, here is one or two months gone by, and there is no use of giving the different departments so much stuff, so I cut that much off of the balance of the goods.

Q. But it seems a short time for you to have made such a radical change in your judgment of the amount of property required? A. It does not seem strange at all. I think it was nearly three months—I made a mistake when I said a couple of

months. I think the amount of the contract with the United States Company was in the neighborhood of thirty thousand dollars. I have these contracts at my office. You can have them. I did not say these matters were all determined by me personally. I made out the figures; the Board of City Record gave out the contracts. As a matter of fact, that board takes my judgment in all matters pertaining to that office so far as stationery, blank books and everything. The board meets every time I call them. I call them sometimes two or three times a week, sometimes once a week. The mayor of New York, Mr. Van Wyck, appointed me at a salary of \$5,000. I, the supervisor, practically the superintendent of that work, call the meetings of the board as I need them. I bring the requisitions before the board for their approval. As a general thing they approve my requisitions. I know of occasions where they did not agree with me and failed to approve them. I cannot recollect now which they were. I can't carry the office in my head. There is something important in my mind now, where they disagreed. Yes, I wanted some people raised in salary, which they deserved, and they wouldn't do it; some clerks; \$200 in one case, and I wanted for another man two thousand, and they wouldn't give it to him. He was getting at that time twelve hundred, but the work was so great he had to employ another man and get a new horse and wagon. That was among my own force. There were other cases where they did not agree with me. The reason I gave for the figures I wanted for the clerk were the number of years he had been there. He has been there some four or five years, appointed by Mayor Strong. All the office was appointed by Mayor Strong or some other mayor. Those are all holdovers from Mayor Strong except one. The men whose salaries I wanted to have raised were "holdovers" and Republicans. The board wouldn't raise them. I do not determine the different newspapers that should publish corporation notices. The board does. I do not suggest them to them. I will explain that. Every department that wants any advertising done suggests the paper they would like to advertise it in. There are seven papers designated.

Q. Now I see in the notice of the business of your board for June the 29th, "On motion of the mayor, and by the concurrent action of all the members of the board, the following was adopted: 'Resolved, That in addition to the newspapers designated on June 8, 1899, to publish a notice of the opening of the assessment rolls for public inspection in the office of the municipal assembly, said publication to be for fifteen days from July 3, 1899, the commissioners of taxes and assessments be and hereby are authorized to publish said notice in the following newspapers, viz: 'Newtown Register,' 'Long Island Democrat,' 'Rockaway Wave,' 'Flushing Times.'" That is a sample of the work that is done in giving out publication of notices to newspapers? A. I don't know what you mean by a sample. I told you the different departments call for the paper they would like to advertise in, and if the judgment of the board will give it to them they get it; if it don't, they wont.

Q. "That in addition to the newspapers designated on June 8, 1899, to publish an abstract of the advertisement inviting proposals for sale of corporate stock on July 5, 1899, the comptroller be authorized to publish said notice in the 'Long Island Democrat.' The supervisor presented a letter from the 'Tammany Times,' making application for designation as one of the official newspapers of the borough of Manhattan." A. Which was laid over.

Q. Not acted upon? A. Yes, sir.

Examined by the Chairman:

I presented that letter. It was not on my own motion. I present every letter that comes to me as superintendent. That was a request from a paper, from the "Tammany Times," sent to me to present to the board. I get them every day.

By Mr. Moss:

Q. "By the unanimous vote of all the members of the board, the following requisitions were approved," and then come requisitions for thousands of blanks, resolutions and forms of different kinds from practically every department of the city?

A. Yes, sir; a long list of them. (Witness refers to a paper.) The different requisitions you see there are called special or emergency. They come in from the different departments when they forget to put them on their annual requisition. They are brought before the board and if the board passes upon them I often make a contract with some of the printers—during the Strong administration there was one firm got 90 per cent.. They don't get half of that now, under me. I scatter my work all around among the most reputable men I can find.

Q. Now, tell me who got these requisitions that are mentioned in this paper of June 29th. A. I would have to take that and go to the office. I told you to-day I couldn't give you any data—you gave me a month's work to do in 24 hours. I can't tell you who got the orders for these except I go to my books. It is a pretty big office to carry in your head. I mean to say that in the former administration one firm got 90 per cent. of the printing orders from the "City Record" office. That is not the "City Record" paper, but the work of the office. That was the M. B. Brown Printing Company. The M. B. Brown Printing Company has had a great deal of the city printing for years, for 25 years, and has to-day. I can't tell what proportion of these requisitions here was given to the Brown Company unless I go to my books. What I didn't give to the Brown Company I scattered it around—the Pratt Company, the Jordan Company, Wynkoop, Hallenbeck & Co. and several others, and some people in Brooklyn, a whole raft of them. I did not confine myself to any one or any two. I have in this requisition a good deal of the other kind of stationery—pencils, ink, pens, etc. Those went to Ahrens because the contract was awarded to him for most of those things.

Q. I understood you to say a little while ago that all those matters were emergency matters. A. I did say that, but you are speaking of contracts now.

Q. All of the matters upon this page here, this double page, you stated a little while ago were emergency matters. A. I stated most of them that were not on the annual, but these were

contracts. These figures you see is the contract price given to Ahrens by public order, and as each order comes in there is a certain price for every dozen pencils or paper and ink. I cannot tell you what the contract price per dozen for Faber's pencils is without going to my books. I cannot tell you the contract price of mucilage from memory. These emergency orders to the Ahrens Company go entirely by the price fixed in the contract. In our board we print the "City Record." Our board directs the printing of notices—corporation notices—in various newspapers, and it purchases the supplies of the different departments, their blanks and stationery of all kinds, all blanks and books. Mr. Fromie, the register, says he buys nothing. Everything that is supplied to his office comes through the Board of City Record. That is true.

Examined by the Chairman:

He makes a requisition on me; yes, sir; and I make a contract.

Examined by Mr. Moss:

That is so also of the county clerk's office, of every office in Greater New York, except the police and board of education. That makes the county clerk buy nothing in that kind, stationery, blank books and printing.

Q. My subpoena to the county clerk was to produce the record of their system and showing all treasury orders issued since January 1, 1898, all materials and supplies contracted for your department without competitive bidding, and some other requirements, and he states he buys nothing directly. A. It all comes from the "City Record" office. It is so with the sheriff, every department in the Greater New York, except the police and the board of education and the aqueduct. The police board, the board of education and the aqueduct board buy their own supplies. But every other office, including the courts, is supplied through us. We have supplied no typewriting machines to the office of the county register. We do not supply these things. He gets them from the building, lighting and supplies department. That is not counted stationery or printing.

Q. Here is a response from Mr. Brady, the commissioner of buildings, which comes right in here: "I respectfully report that all supplies for this department are furnished by the department of public buildings, lighting and supplies, and the 'City Record.' This department has made no contracts, purchased no material, issued no treasury orders, or had such orders issued for or on account of the said department since January 1, 1898." Now, Mr. Butler, the subpoena served upon you required you to produce a list of the contracts that you had made, to whom, and the amount, and a list of the emergency orders, or matters let out without competitive bidding, and you say you have not been able to prepare them. A. No, sir.

Q. For that reason we will suspend your examination at this point and will ask you to make the preparation, make the report, and when we reconvene we will ask you to appear before us with that statement. A. I will do it with pleasure, and with the contracts.

Examined by the Chairman:

In regard to the printing of the list of registration under the charter they are obliged to be printed in the "City Record," and under the general election law they are obliged to be printed in pamphlet form if the board approves of it. They did last year, I believe. The contract is generally let by the job. I should think it would involve a couple of thousand dollars, according to how many we called for. As a rule the police department do their printing themselves. I don't know who got that contract last year for the police department. I think the Brown Company; they generally are the lowest bidders on those things. It comes that in the city of New York the list of registered voters is printed twice, practically I think that is unnecessary. I think the "City Record" alone would be sufficient. I think the cost of printing this pamphlet in the city of New York may well be saved. I can't tell the amount; I think a couple of thousand dollars, at least.

Examined by Mr. Moss:

I think when I entered upon my office that Martin B. Brown had existing contracts with the city for printing. Those contracts related entirely to the old city of New York, contracts made by the former administration, by Mayor Strong. They have been doing the work for 25 years.

Q. Now, did not you let out or give to Martin B. Brown & Company, under those contracts, the printing for the entire city?

A. He got a portion of it, the Pratt Company got a portion of it, the Mitchell Company got a portion of it, the Jordan Company got part, by public letting. I mean to say I published for new bids, for the whole of Greater New York. The contracts I found left there were all let in 1897 and carried into a portion of 1898. In 1898 I advertised for proposals for 1899, the present year. I did not take any proposals for 1898. Excuse me, there was contracts made in 1897 with the Brown Company and English Company for books and such things as they had to have on the 1st day of January—that is, for Manhattan alone. I found there had been a contract made with the Brown Company and with somebody by the name of English to have ready in the city offices in the borough of Manhattan and the Bronx the books necessary to start the business of the Greater New York the 1st of January; that is right. But that contract applied only to the borough of Manhattan. I made no public letting in 1898. I couldn't in 1898, because the former administration could not tell what they would want in Greater New York. I started in and had to supply stationery, blanks and printed matter constantly for the borough of Manhattan, borough of Queens, borough of Brooklyn, borough of Richmond and borough of the Bronx, the whole five of them. I had to supply those things and had to supply them all through the year. I did that all on emergency orders for 1898. All orders did not go to Martin B. Brown & Company. I told you they went to Mr. Mitchell, Mr. Pratt, Mr. Jordan, Mr. Heines, the Brown Company, and several others during 1898. I am not prepared to state now the amount that was given to each of those companies but I will hand it to you.

AUGUSTUS G. DOCHARTY, called as a witness, being first duly sworn, examined by Mr. Moss, testified as follows:

I am the secretary of the fire department. The subpoena was addressed to the commissioner, but I represent him here to-day. I am not entirely able to comply with the subpoena to-day. I have prepared a statement of the contracts of over \$1,000 which have been awarded on competitive bidding since January 1, 1898, showing the date, the competitors, the successful bidder, and the amount and manner of material or work contracted for. That I have done. (Produces paper.) I am not able to give the emergency orders or treasurer's orders yet. I will continue the preparation of the matter under the subpoena.

Mr. Moss—Mr. Dalton, commissioner of water supply, furnishes a list of contracts made on competitive bidding, for sums of over \$1,000, of water supply, and the balance of the subpoena he cannot comply with without more time.

HENRY S. KEARNEY, called as a witness, being duly sworn, examined by Mr. Moss, testifies as follows:

I am the commissioner of public buildings, lighting and supplies. I have no fellow commissioner. I furnish in my department for the city of New York a variety of supplies other than what is furnished by the "City Record," which is printed matter and stationery. I cannot begin to tell you what the variety is. It is everything that is wanted by all the departments, except what is furnished by the "City Record," excluding the fire department, police and charities. It will take me some little time to complete the statement required by the subpoena. It would take two weeks. I furnished the typewriting machines furnished to the register's office. I have bought for the register's office, in my recollection, sixteen, and they cost \$175 each. I bought them from the Elliot & Hatch Typewriter Company. They were bought on a requisition from the register. There was no letting

of the contract. He specified what kind he wanted. I furnished two of the kind that he specified. He afterwards corrected his requisition and told me those were not what he wanted. He wanted the Elliot & Hatch, and I furnished him the Elliot & Hatch. I furnished exactly what he wanted, what his requisition called for; not in quantity, but in special manufacture.

Q. When an officer like the register makes a requisition of that kind upon you, who is there to pass judgment upon the propriety of his getting what he asks for? A. Well, in this particular case there were several of us. I sent the superintendent of supplies and repairs first to the office to find about the necessity; I went myself on four or five different occasions to find out the quantity. I considered he was best competent to judge whether he wanted an Elliot & Hatch typewriter or whether he wanted some other make.

Q. Is there something peculiar about the construction of these typewriters, adapting them to the requirements of the register's office? A. I wouldn't say the register's office; anybody who wants a book typewriter, for typewriting in the libers. If I came to the conclusion that he should not have any of these typewriters he wouldn't get any. Supposing he still thought he needed them, he would apply to the board of estimate and apportionment, I suppose, for a special appropriation. I have a fund set apart to my department in the budget, and all of these matters must come within that fund. That is the financial check upon my department, the amount that is appropriated to my department, and I make a quarterly report to the mayor, as well as an annual report. I have all of this work to do; also the care of the public buildings; all the city lighting, that the city pays for, except the departments that I mentioned. I make a contract for gas or whatever lighting there is in the city. That is one of my duties. I have control of electric ducts and wires wherever they may be found. That is one of my bureaus. I gave the Metropolitan railroad the right to use all of the ducts that they laid in alongside of their new motive power. That is my recollection. I can't tell how many ducts I authorized them to put in.

You must recollect I gave so many of these permits. I should say thirty odd on each side, thirty-six, I think; three dozen. They said it was necessary for the purpose of the road, for the running of the cars. I believe it is.

Q. How many wires go into one duct? A. Necessarily they change them. They can put one in or they can put a great many in. They can put four or five in one duct probably, in a cable. They can put four or five in one duct, then in thirty-six ducts, at a minimum, there might be 144 wires, from 144 to 180. That same thing is true of the Third Avenue; about the same number of ducts. I have seen it in the newspapers that these railroads have been making calculations, and particularly the Metropolitan, to furnish electricity for commercial purposes or use in houses. They have, under this permit, laid in a sufficient number of ducts to furnish power to the community. For the present I should say they had. It did look to me like excessive. They said it was no more than they wanted. It looked to me like a fifty per cent. increase. It looked as though there was fifty per cent. too many. That is, that eighteen ducts on each side would have been sufficient; but as I had been commissioner of electrical subways—I have been connected with the board of electrical control for the last ten years—I have inevitably ordered double the number of ducts built that the present requirements seemed to necessitate.

Q. I know; but when you are in charge of the ducts committed to you as an official of the city, as a member of the board of electrical control, you can control those things for the city, and you could get a rent for them for the city, couldn't you? A. No; the rental was coming in a roundabout way.

Q. Does not the city profit in some way? A. By free rental.

Q. Does not the city profit in some way? A. By free rental. their wires in the subways? A. I beg your pardon. Possibly you do not know the subways were built by a private corporation, and the city gets a free rental in lieu of any charge for the right to occupy the street; that is the way the city gets paid. The city profits by it, and whatever advantage the private com-

pany obtains by this important franchise the city gets something for it. That private company still retains the subways for all I know. The city hasn't acquired them.

Examined by the Chairman:

The board of electrical control is not in existence. The 1st of January, 1898, it went out of existence, and it was transferred as a bureau to the department that I am in charge of.

Examined by Mr. Moss:

I have the same control I had. The subways are now under the jurisdiction of my department. I don't consider that in allowing a fifty per cent. excess of subway pipes to a private company, I am giving to them, substantially, a valuable franchise. I look at it that this space is underneath their rails, most of it, so nobody else could get their rights there. Their right to occupy within eighteen inches of the outside of their track is conceded. They have to pay for the paving in there. Now, then, one space too little would be a very serious detriment—fifty per cent. increase is absolutely no detriment, because the space is there and may as well be filled up with ducts as with earth. Of course these ducts lie close by and underneath the track. Nobody else could occupy the space. You start off with the assumption that they don't need these. Nobody can say they don't need every duct they put in.

Q. I am taking it by your judgment, you who for ten years have been officially connected with these matters and must be assumed to be an electrical expert or a subway expert at any rate, and in your judgment the margin is fifty per cent., and your only reason for allowing that to be done in that way is that they may need it? A. No; you are putting that in my mouth. I did not say that. My experience in adding fifty per cent. to the subways when built originally has been that that is even too small. We have in numerous places, where I doubled the number that we could calculate we wanted, we found that that was too small at the present time, and we have repeatedly

torn up the streets to add to them. I wanted to avoid tearing up Broadway again.

Q. But don't you see, in your subway board you were serving the interests of the public in increasing the facilities for lighting and electrical communication, but here where you are allowing a company to put in electrical ducts you are simply serving the company? A. No; I don't admit that. I say they are serving the people; it is for their interest that the streets should not be torn up.

Q. Who is it makes the profit for serving the people? A. That part I don't go into. I believe that when corporations or individuals who are in business for profit ask for the use of the streets, franchises we will call them, that they should pay something to the community for those franchises. Without any question they should; but having obtained the right to occupy the street, and having obtained the right to take the street up and put in structure, or superstructure—that is, to maintain the operation of their road—I say that if they told me they wanted thirty-six ducts and I could figure that they only wanted half that number I would not be warranted in cutting down their number, because they don't occupy any space they have not the right to occupy.

Q. It is not a question of space. It is the question of their ability to make money out of those ducts by supplying or selling the surplus power. That is the question. A. I do not think they intend to use them for any such purpose. That is not because they told me they did not. If they had asked me to permit them to put in forty ducts, I would have allowed it. If they had said they needed fifty I would have allowed it. I would have allowed it if they said sixty were necessary for their road. I would have allowed them what they wanted—seventy, eighty, ninety, one hundred, unlimited, one hundred and fifty, two hundred, two hundred and fifty, three hundred, any number they wanted; five hundred, a thousand.

Q. Now, then, if the Metropolitan Railroad had told you they needed a thousand ducts there to run their street cars you would

have considered it your duty to let them put in a thousand ducts? A. I won't say a thousand, because that would have occupied some space. I will draw the limit at occupying the space two feet outside of their tracks.

Q. How many ducts could you put in? A. Depending on the depth. I don't know that I will cut it down to seven hundred and fifty. This is simply using up time. I won't draw the limit. I will say if they convinced me that the purposes of their service required the number they ask for I will take their judgment backed up by electrical engineers who will tell me that it was possible that that space would all be occupied. I would take their judgment. I submitted it to Mr. Pierson before he was employed by the Metropolitan Street Railway, when in the employ of the Boston road. I submitted it to two prominent electricians here, who canvassed the ground and told me I would not be warranted in reducing the number of ducts. I am not sure they have not more than thirty-six on each side now. I am telling you from memory, and I have not thought of it for a couple of years. I was served with a summons and complaint in the suit of William H. Rieger against The Metropolitan Street Railway Company, James P. Keating, individually and as commissioner of highways of the city of New York, and Henry S. Kearney, individually and as commissioner of public buildings, lighting and supplies of the city of New York, and the city of New York.

Mr. Moss—I am going to put this paper in evidence, and I will read it: "Supreme Court of the State of New York, city and county of New York. William H. Rieger, plaintiff, against The Metropolitan Street Railway Company, James P. Keating, individually and as commissioner of highways of the city of New York, and Henry S. Kearney, individually and as commissioner of public buildings, lighting and supplies of the city of New York, and the city of New York, defendants. To the above named defendants, and each of them: You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer on the plaintiff's attorneys within twenty days after the service of this summons, exclusive of the day of service, and in

case of your failure to appear, or answer, judgment will be taken against you by default for the relief demanded in the complaint. James, Schell & Elkus, plaintiff's attorneys. Post-office address and office, No. 56 Pine street, borough of Manhattan, city of New York, N. Y. Dated June 29, 1899."

"Supreme Court of the State of New York, city and county of New York. William H. Rieger, plaintiff, against The Metropolitan Street Railway Company, James P. Keating, individually and as commissioner of highways of the city of New York, and Henry P. Kearney, individually and as commissioner of public buildings, lighting and supplies of the city of New York, and the city of New York, defendants. Trial desired in the county of New York. The plaintiff above named by James, Schell & Elkus, his attorneys, for his complaint against the defendants, alleges:

"As for a first separate and distinct cause of action:

"First. That the plaintiff is and at all times hereinafter mentioned has been a resident of the city of New York, and a taxpayer herein; that the sum of his assessments, as such taxpayer, amounts to one thousand (\$1,000) dollars and upwards in said city, and he is liable to pay taxes upon said assessment in the city of New York, for the protection of whose property this action is brought; that he has been assessed and paid taxes therein upon an assessment of the above amount and over within one year prior to the commencement of this action, and within the same period has paid a tax within and for the city of New York.

"On information and belief:

"Second. That the defendant The Metropolitan Street Railway Company is a domestic corporation organized and doing business under the laws of the State of New York, for the operation of street surface railways in various streets and avenues in the said city of New York, and that the said Metropolitan Street Railway Company is the successor of various street railway companies duly consolidated by virtue of the laws of the State of New York.

"Third. That at all times hereinafter mentioned the defendant Henry P. Kearney was and at present is the commissioner of public buildings, lighting and supplies in the city of New York, and

the defendant James P. Keating was and at present is the commissioner of highways in the city of New York.

“Fourth. That at all the times hereinafter mentioned the city of New York was and still is a domestic municipal corporation, and the reason why said corporation is made a defendant herein is because it is interested in the subject-matter of this action, and its consent to appear as plaintiff cannot be obtained.

“Fifth. That from the early part of the year 1894 and up to the present time The Metropolitan Street Railway Company has been and is now maintaining and operating a street railway running through, among others, the following streets and avenues in the city of New York: Broadway, Ninth avenue, Lexington avenue, Madison avenue, Park row, Centre street, Broome street, Grand street, Amsterdam avenue, Columbus avenue, Twenty-third street, Sixth avenue, Eighth avenue, Vesey street, Canal street, Fifty-ninth street, Park avenue, Fourth avenue, the Bowery, Forty-second street, Vanderbilt avenue, Forty-fourth street, Eighty-sixth street, Eighty-fifth street, Second avenue, Thirty-fourth street, Macdougall street, Eighth street and Fourth street.

“Sixth. That said street railway is operated by means of electricity supplied to the cars of the said company through a wire or wires and electrical conductors, which run through conduits, or subways, beneath the tracks on which the cars run.

“Seventh. That the defendant, The Metropolitan Street Railway Company, has been, is now using, and is about to use, the public highways in the city of New York for unlawful purposes, and for purposes for which it has not received the requisite or lawful permission and authority; that the defendant, The Metropolitan Street Railway Company has constructed, or caused to be constructed, conduits, ducts and electrical conductors for purposes other than operating its railways or cars, or necessary thereto, and unlawfully maintains and continues to operate and construct, and is about to furnish, operate and construct such structures under the streets and highways in the city of New York; that the said defendant The Metropolitan Street Railway Company erected or constructed, or caused to be erected or constructed, and is now erecting, or is about to erect and construct,

under the public highways of the city of New York, over which they operate their cars, conduits, instruments, electrical conductors and other appliances for the purpose of carrying on a business entirely distinct and separate from that of operating a surface electrical railway, to wit, the business of furnishing electricity to persons, firms and corporations for heat, lighting and power, or any of these; that all of said acts were done, are being done, or are about to be done, without any lawful authority or permission and are contrary to law.

“Eighth. That the said defendant The Metropolitan Street Railway Company has caused to be constructed, is now constructing, or is about to construct under the highways of the city of New York, over which it operates its cars, as aforesaid, a large number of conduits, ducts and electrical conductors, which are not necessary for supplying motor power for the operation of the cars of the said defendant or for purposes incidental thereto; that the said defendant The Metropolitan Street Railway Company has engaged, is now engaging, or is about to engage in the business of supplying electricity from said electrical conductors running through said conduits, as aforesaid, for hire, to persons, firms and corporations in the city of New York; that such user of the said highways of the city of New York is illegal and contrary to the laws in such case made and provided.

“Ninth. That by the charter of the city of New York, chapter 378 of the Laws of 1897 of the State of New York, it is provided that the defendant Henry S. Kearney, as commissioner of the department of public buildings, lighting and supplies, shall have cognizance and control of the construction of electrical mains, conduits, conductors and subways in and through the streets, roads and avenues in the city of New York, or under them, and the granting of permission to open streets when approved by the commissioner of highways, and to open the same for the business purpose of carrying on therein the business of transmitting, conducting and using electricity, and that it shall be unlawful for any person or corporation to take up the pavement of any street or to excavate for the purpose of laying subways without such

permission, and it is made the duty of said commissioner to cause such unlawfully constructed structures to be removed from under said streets and highways. Reference is hereby had to the said charter for greater particularity and certainty, with the same force and effect as if the said charter had been herein fully and at large set forth.

“Twelfth. That the said James P. Keating and the said Henry S. Kearney, either individually or as commissioners as aforesaid, have not consented to the use of the said conduits or subways by the defendant for the purposes as aforesaid, and said James P. Keating and Henry S. Kearney have no right or authority in law to consent to such user of the streets in the city of New York by said defendant The Metropolitan Street Railway Company.

“Thirteenth. That the said unlawful user of the highways of the city of New York on the part of the defendant The Metropolitan Street Railway Company is an injury inflicted upon the rights and property of the city of New York, and constitutes a waste thereof, and it is the duty on the part of the defendants Henry S. Kearney and James P. Keating, in their official capacities as aforesaid, to prevent such illegal acts; that the said James P. Keating and Henry S. Kearney unlawfully acquiesce in said illegal acts on the part of the defendant The Metropolitan Street Railway Company.

“Fourteenth. That the plaintiff has no adequate remedy at law.

“As and for a second separate and distinct cause of action, the plaintiff alleges:

“First. He repeats all the allegations set forth in the first cause of action, with the same force and effect, as if herein fully and at large set forth.

“On information and belief:

“Second. That it is provided by the said charter of the city of New York, chapter 378 of the laws of 1897 of the State of New York, that the defendants Keating and Kearney, as commissioners as aforesaid, and the city of New York are trustees of the property, funds and effects of the said city, and the plaintiff a cestui que trust of the same.

"Third. That by virtue of the said charter of the city of New York all the streets and avenues and the rights of the city therein are inalienable, and no franchise or right to use the streets, avenues or highways of the city can be granted to any person or corporation for a longer period than twenty-five years, and said franchise can only be granted in the manner and for the consideration as in said charter more fully and at large set forth.

"Fourth. That the said defendant The Metropolitan Street Railway Company have no franchise or grant as provided in said charter; that the said defendants Keating and Kearney, trustees as aforesaid, have taken no proceedings to prevent said illegal user of the said streets and highways by the said defendant The Metropolitan Street Railway Company, but are permitting the said illegal use of the said streets and highways by said defendant company; that said defendants Keating and Kearney have full knowledge of the said user of the said streets and have, after such knowledge, failed, neglected and refused to take any proceedings to compel the said defendant The Metropolitan Street Railway Company from using said streets and highways, as aforesaid; that such user of said streets and highways by the defendant The Metropolitan Street Railway Company is unlawful and contrary to law, and such unlawful user of the said streets by the said defendant corporation, as aforesaid, is the usurpation of a franchise belonging to said city, and the property thereof, and of the plaintiff.

"Fifth. That the plaintiff has no adequate remedy at law.

"Wherefore the plaintiff demands judgment as follows:

"First. That the defendant The Metropolitan Street Railway Company, its agents, employes, clerks, servants, officers and successors, be enjoined and restrained from maintaining and using instruments, appliances, conduits and other electrical conductors of any and all kinds, under the streets and highways of the city of New York, for any other purpose but that of conveying power sufficient for operating its street railway by electricity.

"Second. That the said defendant The Metropolitan Street Railway Company, its agents, employes, clerks, servants, officers

and successors, be enjoined and restrained from supplying electricity for heat, lighting or power to any person, firm or corporation for hire or otherwise and from using and disposing of the same.

“Third. That the said defendant The Metropolitan Street Railway Company, its agents, employes, clerks, servants, officers and successors, be enjoined and restrained from using the streets and highways of the city of New York for the purpose of supplying electricity for heat, light or power, either by sale or otherwise, to any person, firm or corporation.

“Fourth. That the defendant The Metropolitan Street Railway Company, its agents, employes, clerks, servants, officers and successors, be enjoined and restrained from all unlawful use of the streets and highways of the city of New York.

“Fifth. That all such subways, conduits and electrical conductors which are not necessary for the said defendant to operate or maintain its said street railways, operated and maintained by the defendant, The Metropolitan Street Railway Company, be removed from under the streets and highways of the city of New York.

“Sixth. That the said defendants, Kearney and Keating, as commissioners as aforesaid, be enjoined and restrained from granting any permission or authority to the said defendant, The Metropolitan Street Railway Company, to erect, maintain, construct or operate such conduits or electrical conductors under the streets or highways in the city of New York by the said defendant, The Metropolitan Street Railway Company, for any other purposes but that of operating its street railways.

“Seventh. That the said defendants, Keating and Kearney, as such commissioners aforesaid, be enjoined and restrained from granting any permission or authority to the said defendant, The Metropolitan Street Railway Company, to operate, maintain or construct subways or electrical conductors in the streets of the city of New York for the purpose of supplying electricity for heat, lighting and power, or any other purpose, to any persons, firms or corporations by the defendant, The Metropolitan Street Railway Company.

"Eighth That said defendants, Keating and Kearney, take such action or proceeding as may be necessary to prohibit the defendant, The Metropolitan Street Railway Company, from the illegal user of the streets and highways of the city of New York hereinbefore set forth, as required by law.

"Ninth. That the defendants, Keating and Kearney, perform the duties required by law by them to be performed as trustees of the plaintiff.

"Tenth. For such other and further relief as may be just and proper, with costs of this action.

"JAMES, SCHELL & ELKUS,

"Attorneys for plaintiff, 56 Pine street, New York city.

"City and county of New York, ss.: Abram I. Elkus, being duly sworn, says: That he is one of the attorneys for the plaintiff in the above-entitled action; that he has read the foregoing complaint and knows the contents thereof; that the same is true of his own knowledge, except as to the matters therein stated to be alleged on informatin and belief, and as to those matters he believes it to be true; that the reason why this certificate is not made by the plaintiff is because he is not now within the city and county of New York, where deponent resides and has his place of business; that the source of deponent's information and the grounds of his belief are derived from papers and documents in his possession and from statements made to him by the plaintiff and other persons, and from the inspection of public records. Abm. I. Elkus. Sworn to before me this 29th day of June, 1899. Francis P. Garvin, notary public, New York County."

The Witness—When this paper was served on me they had not completed the laying of the ducts in all parts of their system. They haven't completed yet, so that, ever since this paper was served on me, and even at the present time, they are doing these things which the complaint here claims to be unlawful.

Q. You see, Mr. Kearney, if it should appear that you have unwittingly allowed this company more than it needs for the particular purpose that was authorized, it is then within your power and authority and your duty to remove the surplus. You see that, don't you? A. How is that? To forbid the use of it?

Q. No, to remove it. Sometimes people defy forbids. But the law has given you the power to remove surplus and unlawful structures. The law has put all these subways in your hands, as the custodian of the people's interests, and the community and law expects that you will protect the city and the public against the stealing or other appropriation of the streets of New York for valuable franchises. Now, I call your attention to the fact, and ask you if it is not so, that if you find you have by any error of judgment permitted this thing to be done, that it is within your power and authority and it is your duty not only to forbid but to remove? A. The unlawful uses, yes.

Q. It is made the duty of the city commissioners to cause such an unlawfully constructed structure to be removed? A. The assumption there is that they were constructed to furnish electric lights.

Q. You assume that and you take their word for it? A. No, the statement shows that. I assume that what they asked for was necessary to run their cars, and because they had the permission to run electrical cars, I felt that I was authorized to allow them to put in electrical apparatus sufficient to do that work.

Q. But you realize that the minute you allowed them to exceed that, so that they have a surplus of electricity, which they can sell to the community, that then they are doing what you are put there to prevent? A. I say they cannot sell. They cannot use it for their own purposes outside of the operating of the railroad. That is my assumption, and until they do that I have nothing to say. I understand the law and my powers and duties, in that if I find this company, under the plea of operating a railroad, has obtained in the streets of the city a great power which they can use for other purposes, and which they can let and make money from, it is my duty to remove the surplus when they use it unlawfully.

Q. Not only when they use it unlawfully, sir, but if you find they have got too much, so they may use it unlawfully? A. No; if they had too much their traffic might increase so they would want it.

Q. Mr. Kearney, can you imagine it, as a sensible and practical man, that the Broadway railroad can run any more cars on its tracks than it is doing now? A. I should say they will double their capacity for carrying. The citizens of New York are going to be carried. I do not think, as a practical man, that the limit of the carrying capacity of that railroad through Broadway and other streets where these large number of ducts are laid has been reached. I would be in favor of allowing an underground railroad to be built on Broadway so as to relieve the pressure on the street roadway—anything to relieve it, even to turning the teams off. I think when they turn the teams off of Broadway and devote it at certain hours of the day to carrying people the Metropolitan Railway will want every duct they have there to carry people. I expect to see the capacity for carrying on Broadway very much increased by some means or other, I don't know how. But if the slow teams were taken off Broadway they could run twice as many cars and build doubledeckers and carry twice as many people. I say the same thing of Third avenue where it runs up to Kingsbridge from One Hundred and Twenty-fifth street. I think they need all their ducts. Under certain conditions they will. I have allowed them seventy ducts, is my recollection; but bear in mind, Mr. Moss, that I have always advocated increasing the supply to double what they would figure to-day they would want. I would double what they would figure they wanted for to-day's service, and be afraid I was too low then. That has been my experience for ten years in building subways in New York. We built 170 ducts out of Cortlandt street, from the Cortlandt street exchange, and then I said it was ridiculous to put in so many. I know wires have been strung in some of these ducts in places. I do not keep track of how many. The 72 ducts are not full. They are not completed. They are completed at some points. Where they are completed they are not filled by wires. I say no. I have an insufficient inspection force. There is a rule of the department compelling every company to make application to us for permission to put a wire in a subway. That rule has never been acquiesced in by the municipal assem-

bly, so I cannot enforce it. I have not got to trust entirely to the honesty, and to the truthfulness and memory of the company that has put in these ducts. If the company should violate the law there is lots of friends here that would help me. I am relying on the opposition. I am relying upon the force and upon the opposition until such time as I can get a force of and the right to do it. I have not the right. If a man wanted to string wires in any building or in any street in the city of New York there is no law to-day that I could forbid his doing it. The municipal assembly has failed to approve the rules of the department in relation to overhead or interior wiring, and when I have had men arrested for stringing wires overhead the justices have discharged them because there is no law. At the present time if you wanted to run a telephone to your friend's house legally I don't believe you have got to see me. I have carried on the old law that was applicable to the board of electrical control, and have prevented people from stringing wires in New York, but I must confess I do not see my legal right.

Q. If you have no legal right to cut down wires you are a trespasser. If you find a wire strung without your permission anywhere and you cut that wire, according to your statement, you are subject to trespass? A. If the old law of the board of electrical control is in force I have the right; otherwise I have not. My power is stated in the charter under certain conditions. The rules and regulations must be approved by the board. The rules and regulations of the department must be approved by the municipal assembly and I assume are not effective until they are. Nothing is the matter with those rules. I have inquired of members of the municipal assembly why they do not pass them. They have notified me to come there to a hearing on the rules and every time I have gone they have told me there was not a quorum. It has been referred to a committee and never got out. It has been in the committee about a year and a half. I can't tell who is the committee. The chairman of the committee summoned me. I don't remember their names. I say my work is paralyzed, absolutely, because the municipal assembly has not

passed my rules. I have been paralyzed a year and a half, and I can't tell you the name of a single member of the committee that is sitting on my rules. I don't know. I went there last two or three months ago. I saw the chairman of the committee on electricity. I can't tell you who he was. He said there wasn't a quorum. I waited half an hour. I was there before that, a month or two before. I have not asked the mayor to stir them up. I didn't think he had much more influence than I had with them. I don't know why this thing is hanging in the municipal assembly. I don't know who is holding it up. I don't know whether they want information, as they sometimes say they do. I don't know what it is. I have made effort to get at it. I don't know how I can tell you. I tell you I have been to the chairman of the committee on electricity. There are lots of people here can tell you I don't know many of these people in the municipal assembly.

Q. If you thought the mayor had no influence with them, why didn't you get someone else? A. I done the best I could. It has been ventilated in the newspapers often. I don't know as I can say specifically that my department was paralyzed because I couldn't get my rules approved. That has been ventilated. I suppose you have read in the newspapers about how they have refused to concur in the award of contracts for lighting. That is only one of several instances that convinced me it was useless to go there. I can't say how long that lighting contract was held up in the corporation counsel's office for his opinion before it went to the board. The form of that contract was submitted to the corporation counsel for approval.

Q. And that form of contract was necessary for your use in order that you might take advantage of the new and lower rates that are prevailing? A. No.

Q. Wasn't it important? Why, look here Mr. Kearney, the old contract is at high rates? A. Yes, sir.

Q. And that stands until something new takes its place? A. No; specified in the contract. It ends on the last day of December. I am doing nothing for gas now.

Q. What contract obligation are we under for gas? A. None. It is being furnished for nothing. I don't know that we are ever going to pay anything. I have received from the corporation counsel an approval of that form of contract. I got it last spring. It was in his office, I should say, less than thirty days. You mistake the form of contract being there for an opinion. I requested an opinion of the corporation counsel on an interpretation of certain sections of the charter which allowed the department to advertise and let contracts for supplies, with the approval of the board of public improvements, composed of the mayor and others. There are other sections of the charter that provide that this department, my department, must have the consent of the board of public improvements, with the approval of the municipal assembly. The supplies simply required the board of public improvement, but in work of public improvement it required not only the board of public improvement but the concurrence of the municipal assembly. I have received that information. Yes, I got it last March or April. I have paid no attention to this complaint. The summons was served about that time. I assumed when they got ready they would send for me. Here is my letter: "New York, July 6, 1899. Hon. John Whalen, corporation counsel, No. 2 Tryon row, city. Dear Sir: The within copy of summons and complaint in the matter of William H. Rieger, plaintiff, against The Metropolitan Street Railway Co., James P. Keating, etc., Henry S. Kearney, etc., and The City of New York was served on me this day, and is herewith forwarded to you for attention. Yours truly, Henry S. Kearney, commissioner." The responsibility of the matters alleged there rests on the corporation counsel. He is my attorney; not only my attorney, but the attorney and counsel of the corporation itself. That is what I assume, of course. I mean in an official capacity. I remember of placing naphtha lights in a park in the Bronx, 700 naphtha lamps. I think I placed them there last year, in Crotona park and all the little parks up there. The map was furnished to me and specific places designated where they requested that these lamps be located there. It had been

proposed to put electric lights there. I don't know that an arrangement had been made with the electrical company for that purpose. I had made no arrangement. I was the one to make the arrangement. I did not consider electricity. Naphtha was my only thought at that time. It was for the unfinished portion of a year. You must bear in mind I make my contracts for the current year only. The New York and New Jersey Globe Company put these lights in. It wasn't the New Jersey and New York Naphtha Company. That is not my recollection. I think it was the Globe Company. That is my recollection. I did not have any interest in that company. I never had an interest in any company, directly or indirectly, connected with the department that I am in charge of.

Examined by Mr. Hoffman:

With reference to the change of motive power on the Third Avenue Railroad, my department has nothing to do with it. That is granted by the State Railroad Commissioners. The State Railroad Commissioners granted it, and I have a certified copy of that grant. The Third Avenue Railroad Company has the franchise for the operation of a railroad in Third avenue, and it has had it for a great many years. Upon that franchise, I presume it pays taxes. These ducts that Mr. Moss has referred to are laid underneath the tracks of this railroad company, and I believe that is essential to the operation of the railroad, and I believe that is so with regard to the Metropolitan Street Railway. I believe that the assumption that the plaintiff, Mr. Reagan, makes here, that it is for other purposes, is all false. No railroad company or any other company would acquire any franchise, other than for the operation of the railroad, which they have already acquired, without complying with certain forms of law. They could not get a permit from me. They could obtain no franchise.

By Mr. Moss:

Q. You could not give what might be called a franchise, but if under the guise of putting in a street railway people get an

opportunity to make more power and carry more power than they need, and to let that power for gain, that is a practical franchise?

A. The illegal act commences when they begin to use it for other purposes, but now they have not begun to use it for other purposes than that for which they are incorporated. The illegality commences when it begins to use them for other purposes. I cannot assume they are going to be dishonest.

Q. You don't answer the question directly, but don't you see that when they make the illegal user, then practically they have a franchise for which they are not paying. They have got it?

A. Yes, but they can't use it.

Q. You say you have not sufficient force to investigate the user that is being made of these ducts. That you have not higher power, because of the failure of the municipal assembly to pass some rules. Now, how are you to know when the illegal use of these ducts begins? A. I will find it out.

Q. How? A. Well, how does anybody find out what the public will know? The people in opposition to it will come forward and produce, if I don't find it out any other way.

Q. You don't suppose they are going to tell everybody when they do it? A. How does anybody find out?

Q. There are lots of people in New York to-day that are doing illegal things? A. Yes, lots of them. But they are found out, and I assume when they begin to use these ducts illegally I will find it out. I assume the men I have all over the city will find it out, my inspectors will be able to get to it eventually.

Mr. Hoffman—Do you understand that in the acquiring by any corporation of any franchise it must be done in due and legal form?

Mr. Moss—Of course.

Mr. Hoffman—And that no such franchise can be obtained by the Metropolitan Railway or Third Avenue Railway without complying with every form of law?

Mr. Moss—No legal franchise can be obtained without complying with the forms of law, but if they get a franchise by neglect, if Mr. Reagan states the truth, by neglect of duty by a public

officer, or by mistake, they have got the street, they are using it.

Mr. Hoffman—You must take the evidence of this witness. If they have no franchise, and can receive no franchise, and you know and the committee knows franchises are acquired in but one way, that is by compliance with the law.

Mr. Moss—I don't know any such thing. I assume to-day that the poolroom proprietors have one of the most valuable franchises in New York—the right to prey upon the people, and to make thousands of dollars every week, but it is not legal, it is a practical franchise. That is only one of them.

The Witness—The complainant in this action assumes that these people are going to build subways and use them illegally.

Mr. Moss—He says they did build them.

The Witness—That they have built and that they are going to use them illegally?

By Mr. Moss:

Q. If this company has twice as many ducts occupying that street as are necessary—— A. As I think are necessary.

Q. Now wait. If that company has twice as many ducts occupying that street now as are really necessary, they are occupying just twice as much of the city's ground as they are entitled to, to say nothing about electric lights—talk about ducts, plain ducts—that is true, isn't it? A. That would be very foolish for them to build the exact number they wanted to propel their cars to-day, because the increase of travel on Broadway warrants them in doubling their capacity. That is all there is to it.

Q. Take this little simple proposition: If, as has been charged on oath by Mr. Reigan, they have built more than is necessary for the purpose of their railroad—— A. For to-day's use.

Q. Oh, listen to my question. If they have done that they are occupying twice as much of the public street as they have any right to, the streets are unalienable, the streets belong to the people, above ground and underground? A. They——.

Q. Let me try to bury some treasure in the middle of Second avenue, and make a treasure house of a certain portion of it, and

I guess Mr. Kearney would interfere with me? A. You wouldn't have us only give them the right to build the number of ducts that they would want for to-day's power?

Q. How many wires can be got in one duct, do you say? A. It depends on the size of the ducts and the size of the wire. The two and one-half inch ducts the Metropolitan are using from five to ten. Two and one-half inches is the space. There are six of them. They are cast in a nest, six in a nest, or four in a nest, in one piece, and the hole itself is two and one-half inches. That will hold ten wires if they are small enough, and it will hold two hundred telephone wires. It depends on the size of the wire. It might be used for telephone wires. It might be used for any purpose. I did hear talk about a new telephone company; not running along there, but lots of talk about a telephone company.

EDWARD F. KEALEY, called as a witness, being duly sworn, testified as follows:

Examined by Mr. Moss:

I was formerly at headquarters, on Inspector Brooks's staff. I know Frank Farrell.

Q. The man that keeps the poolroom at 54 West Twenty-ninth street? A. I don't know anything about a poolroom.

Q. You know his place, 293 Bowery? A. No, sir.

Q. You had a conversation with Frank Farrell on the 16th of May? A. I meet him quite often.

Q. You know he is reputed to be a poolroom keeper, you know the man I mean? A. Only since you brought it out. I never knew it before.

Q. What was the conversation you had with Farrell on the 16th of May? I understand it was not detrimental to you, and I want you to be truthful? A. The 16th of May, it was a long while ago, I don't know whether I spoke to him that day or not.

Q. What have you talked to him about? A. About everything.

Q. How did you get acquainted with him? A. He belongs to the Tim Sullivan Association and so I did. I mean Senator Sullivan. I did belong to it. I left it when that order was issued, a law passed. That is the only way I have known Frank Farrell. When I was at headquarters I was never sent to pool-rooms. I was in Brooklyn with Chief Devery. I was the first New York officer transferred over there. Devery went there and I went with him. I mean while McCullagh was chief. I was doing clerical work altogether. I didn't know that Farrell knew Devery at the time. I was not down at Sheepshead Bay with Devery at the races. I never left the office.

Q. The conversation that I referred to the 16th of May occurred on the Bowery, near Houston street, and Mr. Farrell walked up to you and said he thought you felt a little sore. Now, do you remember the conversation? A. Mr. Farrell never said that to me.

Q. That you felt a little sore at him; that you held him responsible for your being put on post? A. No; I asked to be put on post.

Q. Who suggested that? A. My own self.

Q. Mr. Farrell asked you if you were called before the committee would you tell the truth—that is, would you talk if called, and you said you would? A. Mr. Farrell never spoke to me about the committee.

Q. It is curious I have so much of this straight? A. You ain't got any of it straight.

By the Chairman:

Q. Is it a frequent occurrence that an officer who has a headquarters detail asks to be put on post? A. There was times. I got married and the expenses were running too high. I couldn't afford to stay there. I was spending too much money. I was running in debt. You are in citizens' clothes, and you have your nights off. I wanted to work, so I wouldn't have so much chance to spend money until I got out of debt.

Examined by Mr. Moss:

On last election day I was detailed at police headquarters. I didn't see Tim Sullivan that day. I didn't go to the Uncle Sam lodginghouse on that day. I don't know who did. How do I know? I did not go to the Uncle Sam lodginghouse and get the lodgers' vote there.

Q. Your statement to Mr. Farrell on the 16th of May was that you were sorry at being transferred—being put on post—and that you held Sullivan responsible for it? A. I said that?

Q. Yes? A. I couldn't say that. It was before that time he had had me transferred from one precinct to another at my own request.

Q. What was the trouble you had with that poolroom on the Bowery, near Houston street? A. I never had any trouble with any poolroom. I did not know there was a poolroom there, and I only live a block from there, at the corner of Houston and Second avenue. I don't know whether there is a poolroom there or not; never did; never heard of it, only from the papers.

Q. Only what our innocent men here found out? A. There are other innocent men, too, you know.

AFTERNOON SESSION.

The committee met pursuant to adjournment, at 2 o'clock p. m.

Present: Mr. Mazet (the chairman), Mr. Wilson, Mr. Costello, Mr. Hoffman and Mr. Boland.

R. T. ROKEBY, being duly sworn, testified as follows:

Examined by Mr. Moss:

I am the president of the Uvalde Asphalt Company. It is a new company. I don't think it grew out of the Litho-Carbon Rubber Company, of Uvalde, Texas. I have heard of the Litho-Carbon Rubber Company of Uvalde, Texas. I was connected with it. The Uvalde Asphalt Company bought its interests. There are two companies—the Uvalde Company and the Uvalde Paving Company. The Uvalde Paving Company has been in ex-

istence since last year. The Litho-Carbon Company was in operation seven or eight years. We have been doing and are doing asphalt paving for the dock department. We laid paving at Pier A in June last. It does not need repairing now. It is not cracked. We are under bond with the dock department to keep the paving in repair for five years. We have no contract with any other department in the city for laying asphalt. We never had a contract for asphalt paving in the city of Troy in 1897. We did not have a contract to lay 20,000 yards of paving in Troy. We did not have negotiations with the authorities at Troy for such work. We did not have any dealings with anybody in Troy a year ago for laying pavements. We sold them materials. We never laid any paving. It was the Litho-Carbon Company. We sold them asphalt material. It was all delivered. We delivered it. I don't know what they did with it. It was not rejected that I know of. I think the contractors failed or did something. I don't know what it was.

Q. Is not some of the material that was intended for the Troy contract still on the pier in front of the Cromwell Line here in the city of New York? A. I don't know. We have no material there. We have no material on any pier in the city. We are not using the same material now in the city work that was used for the Troy work. One is a sheet pavement and the other is the rock pavement. The Troy contractor was a man named Cavanagh. I don't know where he is. I believe he was a Troy man. I do not know his first name. I don't know whether or not it is a fact that there were 12,000 yards of this material laid in the city of Troy that was taken up and relaid with Sicilian asphalt. We didn't lay it. We had nothing to do with it. I don't know anything about it. I have not heard anything about that. I do not know whether it was 12,000 yards or some smaller quantity of that paving that was laid with our material in the city of Troy and that it was taken up afterwards. I heard they had trouble with it. They had no machinery to mix it. The trouble was in the mixing. It was not properly mixed. They had nothing at all to mix it with. They had no machinery. It was a political

job altogether. A lot of politicians got hold of it. They didn't understand the business. They were not asphalt men. They didn't know how to do it. We simply sold them the rock. I will be very glad to make a full statement. The politician was a man named Wilson; a man named Cavanaugh—I believe the city engineer—the whole lot of them were interested in it. We were very unfortunate in striking them. They knew nothing about asphalt paving and did not mix it properly, and in consequence of that there was a poor job done; but whatever reflection there may be upon that work it was due to their incapacity. I believe there is somewhere in the city of New York some of the material that was intended for the Troy contract that has not been used. I could not say where it is. It is somewhere. It doesn't belong to us. I have no interest in it. It belongs to those contractors. I believe they have not taken it away. That is not the same material that we are using for the department of docks, as I have already told you. This Uvalde pavement is sheet pavement, while that was a rock pavement. That requires a different asphalt. The sheet pavement is made out of the gum, the bitumen, extracted out of the rock, which is mixed with sand and gravel and limestone; and the rock mixture, as made by the Barber Asphalt Company. The other is the straight natural rock, as laid by the French companies or the Sicilian companies, without any artificial mixture. One is the natural rock and the other the artificial mixture. The asphalt that we use for the department of docks comes from Cline, Texas. We have received \$70,800 for our contracts from the dock department. Nothing is still to be done. That is all we have got. It is all complete now. I am not figuring on any other contract now. I was counting up to see the number. I thought you were going to ask about it.

Q. I noticed only a few days ago in the "City Record," in the account of the minutes from the dock department, the ordering of a payment to your company. Is that the last payment? A. We have not received a cent yet.

Q. You misunderstood me. I asked you how much money you had received? A. Not a cent.

Q. It has been stated that a former senator from the State of New York, Senator Murphy, is interested in your company. Is that so? A. No. I have never known of him or heard of him in a business way. I have known him by hearsay; newspaper talk. I have not known him. I have never spoken to him. I am a stockholder in the company. It is a New York corporation, incorporated in 1898. The incorporators were five. I couldn't tell you the names. I was one of them. Mr. Marston was another and Mr. Brown was another and Mr. Spencer and Mr. Sparkman was another. I object to stating who are the stockholders at the present time. If you can show that it is pertinent to this inquiry, I will.

Mr. Moss—The materiality is this: That is fair question for you to ask, how is it pertinent. The dock commissioner has stated that he knows nothing about the company except that you are the president of it. He does not know whether it is financially responsible or not. He knows nothing whatever about the company. We asked him for the purpose of seeing how the citizens' interests were protected, and as he could not tell we ask you the fair and square question, who are the stockholders of your company? I think it is pertinent.

The Witness—I think it is, and I will tell you. Mali & Company, Johnson Livingston, John E. Berwind, Grant B. Sly, Herbert L. Terrell, James Van Sicklen, myself, Abraham Van Sicklen, Peter M. Van Sicklen, F. Storer Brown, Edward J. Berwind and John D. Marston. Those are all the stockholders. I made an application on behalf of my company to do the paving work for the dock department, personally. I saw Mr. Cram, the president of the dock department. I did not know him before. I started at him last year. I started to see him last year upon this subject. I introduced myself. I mean to say that I have gone to him entirely alone; without the assistance of any one, and I have represented to him the merits of our asphalt. I claimed that our asphalt, our system, was better than the other system.

Q. And you have received the work of the department on their

emergency orders without bidding against others? A. That I don't know anything about. We got the work.

Q. You have not bid against anybody, have you? A. That I don't know. I was called upon to bid. I put in bids in writing. I don't know who bid against me. In 1892 I became connected with this company in the making of asphalt. After working at it for several years I was convinced that we had the best asphalt in the world. I came to New York; and I personally interviewed, on several occasions, Mr. Brookfield, the commissioner of highways under the Strong administration. I was referred to Mr. North—Edward P. North. I saw him probably twenty times. They refused to allow our asphalt to be put down on the ground that the specifications would not admit us. Now, Mr. Brookfield promised me he would give us a chance if I would do the work for nothing. I said to Mr. Brookfield that we were ready to lay two to five blocks free of all charge to the city of New York in any place he would tell us—on Fifth avenue or on some prominent street, we preferred. After going several times I decided that Mr. North was humbugging us, and I threatened to make the matter public if they would not let us go in and bid on this work. He then came around and wrote me a letter and said he had talked the matter over with Commissioner Brookfield, and he had decided to give us fifteen blocks that we could lay, the city to pay for it, concreting and doing it themselves, and we to lay the top, the asphalt. That went on. I kept on asking for the work. Finally Mr. North said they had talked it over again and they decided they would not. What my opinion was about Mr. North I would not care to say, because they might make me the victim of a libel suit or something of that kind; but I still continued after Mr. Collis was appointed, and I found he was even worse than Mr. Brookfield. Our company has been precluded from doing work for years, although we offered to do sample work for nothing. They said, "You must get a two-years' reputation by laying a street in the city. It must stand for two years. Then you can do it." I said, "How can we get any when you won't let us lay a street two years for nothing?" Now, the contract with the present administration——

Mr. Moss—No.

The Witness—I will talk.

Mr. Moss—No, you won't.

Mr. Hoffman—I submit he is entitled to make an explanation.

Mr. Moss—Do not let us make a show. Let us be fair.

Mr. Hoffman—We desire to have it fair.

The Witness—You put me in a wrong position in five minutes. You can't do it.

Mr. Moss—You are taking an entirely unnecessary attitude.

The Witness—You have a reputation of browbeating witnesses and you won't browbeat me worth a cent.

Mr. Moss—Have you been browbeaten? You started it yourself.

The Witness—You are seeking to put words in my mouth.

Mr. Moss—Will you stop the witness?

The Chairman—If you give me a chance, I will. Mr. Witness, you are a man of intelligence and we will conduct this investigation in a proper way. It is not necessary for you to make any comment about Mr. Moss and his method of examining witnesses.

The Witness—I wish to say this—

The Chairman—Listen to me. There is no occasion for you to make any complaint. If you have any explanations to make we will hear them. It is not necessary for you to characterize Mr. Moss's attitude or that of this committee.

The Witness—I will make that explanation now.

The Chairman—Whatever you have to say, you shall have an opportunity to make your explanation in a gentlemanly way.

The Witness—I am trying to do it in a gentlemanly way. I am trying to tell my story. He asked me to tell you the story and he stopped me.

Mr. Moss—The reason of my stopping the witness at this moment was not to prevent him from saying anything that he has in his mind, but to remind him of the necessity of answering questions and of stating facts, without making unnecessary remarks about individuals. The witness traveled far outside the question. I purpose to give this gentleman an opportunity to state any facts whatever—

The Witness—I am stating a fact.

Mr. Moss—Why did you interrupt me? I suppose that you are excited, but just wait. When the time comes in connection with the question, all this matter that Mr. Rokeby wants to say shall come out. Now, will you for the present answer the questions? When I have finished with the questions, then you can make your statement and make a statement of facts and not a speech.

The Witness—I am not making a speech. You asked me how we got our asphalt in here.

Mr. Moss—No.

The Witness—Yes, sir, you did.

Mr. Moss—I asked you the simple question, had you done any previous asphaltting in the city of New York.

The Witness—Now you say——

Q. Stop a minute. You say no. Have you done any asphaltting in any other city before you did this first work for the dock department? A. Yes, sir, in San Antonio and Houston and Cline and Dallas, Texas. I couldn't tell you offhand how much. A good many thousand dollars' worth. I had never tried to do any asphaltting in any northern city. I am going to make it right along. I never tried to get any work. I did not do it, because I never tried to. I see what you are after.

Mr. Moss—No, you do not see anything. Just wait and answer the questions. You can state now any further conversation that you had with Mr. North on the subject of asphaltting.

The Witness—I have stated that he refused. I have stated all there is about that.

Q. Will you state any further conversation you had with General Collis than you have stated? A. I have stated it.

Q. Will you state any conversation with Mr. Brookfield that you had that you have not stated? A. I have stated it.

Q. Will you state any business transactions that you had either with Mr. North, Mr. Collis or Mr. Brookfield? A. I have stated it.

Q. You have made a full statement, have you? A. I have.

Q. Will you state any other matters of fact in connection with the asphalt business and you relations to it that you have not already stated? A. That covers a good wide field.

Mr. Moss—Then I did not stop you too quickly.

The Witness—No. I say you have given me a chance now. Don't stop me, but let me go on.

Mr. Moss—You shall have all the chance in the world.

The Witness—Let me go on, then.

Mr. Moss—Only you need to be reminded of ordinary natural dignity.

The Witness—I started to say, as I take it this committee is seeking to discredit the Tammany administration here, and I wish to contrast it with the Republican.

Mr. Moss—That is not true.

The Chairman—Just state the facts.

Mr. Moss—You are not here to contrast administrations. That is just where I stopped you.

The Chairman—We are not asking for your views or for an expression of opinion from you as to the purposes of this committee. This committee has been duly constituted and appointed, and it will take care of itself.

Mr. Moss—If you have any other facts, state them.

The Witness—As I say, our company—the reason our company has not got work for this city was that under the Strong administration we could not get leave, even to bid on the work. When the new administration came in I went to the commissioner of highways office and introduced myself and told the commissioner we wished to bid on this work. He asked me a number of questions, as to where our plant was, where our asphalt was, and whether we had done any work. He said, “By all means; we wish you to bid; and my sole object here is to get prices down low and get the work done.” We were admitted. Unfortunately no work has been let this last year because the money is tied up. I know what the present specifications are for asphalt work. We can meet those specifications.

Q. Now it stands this way: That your asphalt had not been used in any northern city. That you say, do you not? A. Because we have never attempted to put it in a northern city.

Mr. Moss—If you answer questions you shall have an opportunity properly——

The Witness—I prefer to answer the questions in my own way.

Mr. Moss—You cannot.

The Witness—Yes, I will. You won't answer for me.

Counsel for the Uvalde Company—I protest on behalf of the company that this is an attempt to injure our business.

The Chairman—We will not hear discussion by counsel.

The Witness—We did not attempt to get that into the city of Troy. We sold it to a contractor who was laying it in the city of Troy.

Q. And in that city, the only Northern city where your asphalt has been introduced, there has been difficulty about it? You have given the reasons why, but that is the fact? A. I have given the reasons why; yes, sir. Mr. Wilson was one of the contractors, a politician. He was a bookkeeper, I believe, in Senator Murphy's office. It is a fact well known in the asphalt business that the condition of the climate has to be met in the quality of the asphalt and in the way in which it is used. Some asphalt is good in one climate, while it will not do in another. An asphalt that would be good in a warmer climate South and Southwest might need entirely different treatment in the Northern cities, where the winters may be hard. It simply requires a difference in the mixture. That is all.

Q. And is it not claimed by some asphalt people that the quality of the asphalt, the native quality of the asphalt, has a connection with its use under different conditions of climate and temperature? A. I never heard so.

Q. That some asphalt is better in certain localities and poorer in others, when practically considered? A. I never heard so. When an asphalt that has never been used under the climatic

conditions in cities that have cold winters is proposed to be used, it would not do any harm to have it tested to demonstrate its fitness for the requirements.

Q. And you say your grievance against Mr. Brookfield and General Collis and Mr. North was that they did not give you the opportunity to make that test when you offered to do it, and that the specifications—— A. I offered to do it for nothing——

Q. And that the specifications would not allow you to come in? A. Yes, sir.

Examined by Mr. Hoffman:

That is my grievance against them. We offered to do it for nothing. We offered to lay from two to five blocks without one dollar of expense to the city in order to get a reputation. I thought our asphalt was the best. That offer was refused after a lot of talking about it.

Examined by Mr. Moss:

I have stated now fully all the facts and circumstances that I found fault with as to Mr. Collis and Mr. Brookfield and Mr. North. When we did our first work for the dock department our company owned a plant in Jersey. It consisted of a plant with a capacity of 2,000 yards a day. We did not own that plant when I offered to do the work for Mr. Collis. We did not have a plant anywhere at that time. A plant can be built in a month. There is no mistake about that. It is a fact that our company leases our plant in Jersey City from the Mexican Asphalt Company, and we hire the men of the Mexican Asphalt Company to work that plant, some of them.

Q. Then at the present time you have no plant of your own, have you? A. Yes, sir, we have.

Q. You lease one, do you not? A. Well, what is that?

Q. You lease the plant of another asphalt company? A. We do. That asphalt company's asphalt, the Mexican Company's, comes from somewhere in Mexico, I suppose. It is working now. I believe they are working Mexican asphalt there in Jersey City

in that plant. They have plenty of accommodations over there to do their own business and ours too. I did not notice that at these points where we did asphaltting, in front of the ferries, there already existed new granite pavement. I did not notice they were new. They were in fair condition. A great many of them we had to take up, most of them. It wanted leveling up and proper foundations put in.

Q. What could you say was the special reason for taking up granite pavement at the ferries and docks and laying an asphalt pavement there? What was the special reason for destroying a granite pavement and laying an asphalt pavement at the docks and ferries? A. You don't destroy the pavement. You lay it over the top. You preserve it. You have to take it up and lay it again. The special necessity for laying an asphalt pavement over a granite pavement at docks and ferries was it is an easier traction, and there is no noise, and instead of the passenger having to jump from block to block over water holes, it is a level pavement that drains itself. We have personally been thanked by over a thousand people. I have noticed that the wagon wheels and the horses' shoes cut right into our asphalt pavement. A very heavy load will; but it will line out afterwards. You have to have the asphalt soft in hot weather or else it will crack in cold weather. The asphalt in the neighborhood of the Barclay street ferry now shows the ruts of the wheels and the marks of the horses' shoes. It should do so. It would not be good asphalt if it did not. It is soft now on a hot day, so that if a person weighs as much as you or I do his heel would not make a mark in it. It would take a load of four tons to cut through it. I say to make an impression. I don't mean to go right through it. Nothing would go through it. I think that is the kind of pavement to lay at a ferry. I think it is the very best, a pavement that will soften and show the marks of wagon wheels. That doesn't hurt it. It would be bad asphalt if it did not. It does not break afterwards. You can't show me a break in any work we have done. We are going to get \$3 a square yard on a five-year guarantee for this work.

Examined by Mr. Hoffman:

Guarantee for maintenance. I know that the city contracts require the companies now to keep their pavements in order for fifteen years; but then they haven't anything like the traffic that they have on those docks. There is one dock there, one pair of sills in a doorway, where there is 1,600,000 tons a year that passes over it—the Fall River dock. The specifications called for, as to the thickness of the asphalt pavement, 2 inches, and 1 inch binder; 2 inches of top.

MATTHEW MOORE, being duly sworn, testified as follows:

Examined by Mr. Moss:

I am deputy commissioner of bridges in the Bronx. I was appointed by the commissioner of bridges, Mr. Shea. Before I was appointed deputy commissioner I was chief custodian in the register's office. I had been there about eleven years. We don't receive moneys in our office. There is no income in my position at all. We do not get any rents from anybody. All we have to do is to take care of the bridges and maintain them. Some sixty or seventy bridges are under our control. I don't exactly remember how many. That is not my signature (exhibiting paper). I do not recognize the handwriting. I do not know Joseph Hayes. I never heard of him. Thomas F. Kennedy was superintendent of bridges. He ran out the tenth of the month. He was only a temporary.

Q. This letter is upon the letterhead of your office, is it not?
A. That ain't my writing. I have got no power over that. It don't belong to me. It is not my jurisdiction. I don't know that Mr. Kennedy is doing anything now. He was superintendent of bridges on the 16th of September. He was recommended by several of my friends, neighbors of mine. I knew him already myself. I have known him, I guess, ten years. He used to be in the liquor business. When I got acquainted with him it was at Seventy-sixth street and First avenue. I don't know that he had any business when I appointed him.

Q. What was his special fitness for superintending bridges?
A. He was a pretty smart fellow.

Q. In what way? A. In understanding bridges; outdoor work.

Q. How did he understand bridges? His business was a liquor saloon, was it not? A. He had quite an intelligent head on him.

Q. What did he know about bridges? A. He had some experience in the world.

Q. Experience of what kind? A. He had outdoor work.

Q. What kind of outdoor work? A. Contract work.

Q. What kind of contracts? A. There are different kinds.

Q. What kind? A. Bridge contract.

Q. What bridge contract did he have? A. I don't know.

Q. How do you know that he had experience in bridge contracts? A. Oh, if he did, I thought he would be a very good man.

Q. How do you know that he had any experience in bridge contracts? A. I didn't know of any.

Q. You did not know of any? A. No.

Q. You just said that was what you appointed him for, did you not? A. I thought he knew something about it.

Q. You said he had contracts in bridges. What contracts?
A. I don't know that he ever was interested in them.

Q. You have forgotten? A. Oh, yes. He had done some work.

Q. What work? A. So I have been informed.

Q. By whom were you informed? A. Some people.

Q. What people? A. I don't remember now.

Q. You have never yourself had any experience in bridges, have you? A. Oh, yes.

Q. What? A. I have been contracting all my life.

Q. Contracting for bridges? A. Everything.

Q. For bridges? A. I could build a ship.

Q. What bridges did you have a contract for? A. Oh, well, I have built bridges and dams..

Q. Where? A. In New York.

Q. Where? A. In New York.

Q. Where? A. Different portions.

Q. What bridges? A. I didn't build bridges. I have built dams. Do you know what dams are?

Mr. Moss—You said you built bridges and dams.

The Witness—We generally build bridges.

Q. What bridges? A. Over across a creek.

Q. What creek? A. A sewer.

Q. Wooden bridges? A. Yes, sir; wooden bridges. I will contract to build a castle, if you want me to, if you give me money enough.

Q. You will build a castle for me? A. Yes, sir; build you one like this here.

Mr. Moss—I want you to tell me the best bridge you ever built.

The Witness—Never built a bridge.

Q. Never built one? A. No.

Mr. Moss—I thought you said you had.

The Witness—I have repaired some. I am building some now.

Q. What is the best bridge you ever repaired before you became commissioner of bridges? A. Oh, before I ever became commissioner of bridges? None.

Q. What bridge had Mr. Kennedy repaired before he became superintendent? A. I can't tell you.

Q. Of course it is quite possible that a man may have to be a commissioner over a thing that he does not know anything about; but when he does not know much about it, and has to appoint a superintendent, he usually goes for a practical man; and you did, did you not? A. Yes, sir.

Q. You have been sorry to lose Mr. Kennedy? A. Very sorry.

Q. What did Mr. Kennedy do in that position? A. Well, he overlooked the men, and he seen where work wanted to be done. He went to the work every morning, and made me a report of what work had to be done, and had men to do it; repairs, painting, etc.

Q. Do you know whether he had ever studied bridge building? A. It don't take a man of very large experience to do that.

Mr. Moss—I do not know what Mr. Hopper would say about that.

The Witness—Well, I think Mr. Hopper can build a castle.

Q. Do you have anything to do with the bridges over the Harlem river? A. No, sir.

Q. You have nothing to do with those? A. No, sir.

Q. Where is Mr. Kennedy now? A. That I couldn't tell you.

Q. You were in confidential relations with him, were you not, all the time? A. When he was on duty there I seen him, yes, sir. I haven't seen him for two or three days.

Mr. Moss—I would like to know a little more definitely what it was Mr. Kennedy was doing. What was his business when you made him superintendent of bridges?

The Witness—I don't know of any. I don't think he had any at that time.

Q. How was he living? What was his business? A. In the air, I suppose.

Q. What was his source of income, do you know? A. I couldn't tell you. I never looked into his pocketbook or capital.

Q. He is not the man that used to be interested in a place called The Ship up in Harlem, is he? A. I have heard about The Ship.

Q. Was that Mr. Kennedy's place? A. Not that I know of.

Q. That was Mr. Kennedy's place, was it not? A. Not that I know of.

Q. Did you ever see him there? A. Never was in The Ship in my life.

Q. Is he not the man that is interested in that place, at 161 East One Hundred and Twenty-fifth street. A. I don't know.

Q. Do you know what place I mean there? A. I know it.

Q. That a short time ago was around the corner of One Hundred and Twenty-sixth street? A. There may be places there I don't go to.

Q. That place is well known as Tom Kennedy's, is it not? I want to know if it is the same Tom Kennedy? A. I didn't know that he had a place.

Q. Your friend is generally called "Tom Kennedy," is he not? A. I believe that is his name.

Q. He is generally called Tom Kennedy? A. Well, you wouldn't call him Patrick, would you?

Q. Do you remember of there being a fruit and flower stand at the south end of the Third Avenue bridge? A. I don't know anything about it.

ELI NUCCI, being duly sworn, testified as follows:

Examined by Mr. Moss:

I know Thomas F. Kennedy. He said he was the superintendent of bridges up there in the upper part of the city. I keep a liquor store. I wanted to go into the fruit and flower business on the bridge. At that time I was not in business, but I wanted to be. I saw Joseph Hayes about it. He is a friend that I have known for two or three years. I know him from some other party. He says he is in the politician business. I talked to Mr. Kennedy and to Mr. Hayes about getting me a stand on the bridge to sell fruit and flowers. I seen Mr. Hayes in Fifty-seventh street—412 Fifty-seventh street. I went up to the bridge and saw the bridge was done, and I saw a stand there selling papers, and I went to see Mr. Hayes to see if I could get a chance on the bridge to sell fruit and flowers. He says "Yes, but it will cost you \$1,500." I says, "It is too much money." "Well," he says, "I will see what I can do." And after about four or five weeks he saw me again. He says he wants a thousand dollars. I said I couldn't give it; it was too much money. Well, he said he would fix it for \$400. I said, "All right." So I went to work making a stand and putting a stand there. I gave him \$320. I put the stand there myself, I gave that money to Mr. Hayes. I saw Mr. Kennedy all the time at One Hundred and Twenty-fifth street, 100 One Hundred and Twenty-fifth street, in a saloon.

That was the superintendent of bridges. That is what he said. Mr. Hayes took me to Mr. Kennedy. That saloon in One Hundred and Twenty-fifth street was on the north side, near Second avenue, right on that corner, between One Hundred and Twenty-fifth street and Third avenue, the northeast corner. That is the corner which is located by one of the witnesses as one of the poolrooms—a poolroom over a saloon. I know about the poolroom. There is a poolroom there. I don't know whose poolroom it is. I don't know the name. I don't know who keeps it. I see the business there. I didn't know the name. That is the place where I met the superintendent of bridges. I met him in the saloon. I had a conversation, when I gave him the check. I gave the check to Hayes. I put it in his name—Hayes' name—Joseph Hayes. I says, "Won't you put this Kennedy?" He says, "No, it is just as good", he says. Mr. Kennedy was there at the time. I said to Hayes, "Why shan't I write Mr. Kennedy's name in?" Hayes said, "It is just as good." The check was given, \$200. I gave him \$50 first off, cash money. I gave Hayes \$50 in cash. Kennedy was not present when I paid that, but he took the money and went into the saloon and gave it. I know whether he gave that \$50 to Kennedy. That is \$50, and then \$200 in a check, in the saloon. I have got that check. I haven't got it here, but I can get it. I didn't see whose name is written on the back of it. I will give you that check. When I gave that check for \$200 he says he would give me the chance there for a stand for four years, while Tammany is there. He says, "While Tammany is there you can have it another four years. You can keep the stand while Tammany is in, and if Tammany is restored, or comes in again, you can keep it for another four years." It was a Tammany permit. That is the way I took it. Mr. Hayes, and Mr. Kennedy, too, said that. Mr. Kennedy said, "You can have all the business when the bridge is done." I had not then paid the whole \$400. I owed him \$20. I owe him \$20 yet. He told me to put up the stand. I did put it up. I kept it there for three months—the stand. I spent on the stand altogether about \$810. Mr. Hayes gave me that paper.

Mr. Moss—I will read it. “From Third avenue bridge, branch office, 2403 Third avenue, New York. September 12, 1898. This is to certify that the bearer, Joseph Hayes, has Mr. Hopper’s permission to place a stand under south arcade of new Third avenue bridge for the sale of fruit and flowers.” There is an indecipherable subscription to it.

Mr. Hoffman—Who is Mr. Hopper?

Mr. Moss—He is the contractor who built the bridge. I will read this also: “City of New York, department of bridges, borough of the Bronx, Third avenue and One Hundred and Seventy-seventh street, New York, September 16, 1898. Thomas F. Kennedy, esq., superintendent of bridges, borough of the Bronx. Dear Sir—This will notify you that I have given Joseph Hayes permission to erect and maintain a fruit and flower stand at the south end of the Third avenue bridge, in the western arch of said bridge. Yours truly, Matthew F. Moore, commissioner of bridges, borough of the Bronx.” This is the paper that Mr. Moore does not recognize.

Mr. Hoffman—He says the signature is a forgery.

Mr. Moss—Yes.

The Witness—When I found that Joseph Hayes’s name was written in those papers I said, “Why don’t you put it in my name?” I said that to Mr. Hayes. Mr. Kennedy was not present. Hayes says, “Better in my name, because I am a politician, and you know politicians,” he says; ‘And nobody can bother you, because it is in my name. You can say my brother-in-law—a relation of mine.” I did afterwards go to see Mr. Kennedy and ask him that question. Mr. Kennedy says about it being in Hayes’s name; he says it is better. I knew Mr. Kennedy, oh, about last year, since Hayes took me to him. Mr. Kennedy, outside of the bridge business, was in a liquor store; in the liquor business; One Hundred and Nineteenth street and Third avenue. He was not in that business while he was superintendent of bridges; after that. He was in the liquor store about in December.

Examined by Mr. Hoffman:

He was not in the liquor business at the time I understood he had the job. Mr. Hayes told me he was in the liquor business in Third avenue and One Hundred and Twenty-fifth street, corner of One Hundred and Twenty-fifth street and Third avenue. He was in the liquor business about a year ago. He is not in the liquor business now.

Examined by Mr. Moss:

I remember Mr. Kennedy saying to me, "Mr. Nucci, you know that I am superintendent of bridges, and the issuance and revocation of all permits for stands on bridges rests with me, and is in my power." He said that on the bridge, and, "You don't think I will take from you \$400 and give you a permit, and then revoke the permit?" He did say something like that. And it was upon this statement made by the superintendent of bridges that I paid my money.

Q. Have you got your stand there yet? A. Yes, sir.

Q. How is that? A. Well, they took it.

Q. You paid for it, and spent your good money on it, did you not? A. Yes, sir. Somebody took it away. I went there about a couple of months ago, and the stand was gone. I was there three months. I actually was there selling fruit and flowers for three months, September, October and November. I had my stand there. I built it, the carpenter built it. I had fruit and flowers there. I sold them for three months. The officers of the city could see me there all the time. I thought I had a right to be there. I had my man there. I got a man. I give him \$10 a week. I thought I was paying this \$400 to keep the stand there.

Q. Did you think you were paying that money to the city? A. I don't know.

Q. You do not know? A. I didn't know that.

Q. All you knew was that a city officer asked you for it, or took it? A. Yes, sir.

Mr. Hoffman—I call your attention to the fact that you have made reference to Kennedy, and you have not proven that Ken-

nedy was the one. You may do an injustice. The deputy commissioner stated that this letter was a forgery.

Mr. Moss—That does not alter the situation.

Q. Will you describe the appearance of the Mr. Kennedy you are speaking about? How does he look? A. Pretty good fellow; a large man. He has got a cut here on his face. Maybe somebody else cut him. Maybe he did the same as they did to me and somebody cut his face. I couldn't tell myself.

A. D. SUGARMAN, being duly sworn, testified as follows:

Examined by Mr. Moss:

I have had charge of the interests of Mr. Nucci that he has testified about, and in my position as counsel for him I have seen Mr. Hayes—Joseph Hayes. I talked with him about this matter. He called upon me. Will you please let me have one of my papers—the brown paper? On July 1st Mr. Hayes called to see me in reply to a letter that I wrote to him in regard to the action that was brought by Mr. Nucci against him and Mr. Kennedy. He told me that Mr. Kennedy had received all the money, all of the three hundred and twenty dollars which Mr. Nucci had given to Hayes to give to Kennedy, except a part of it which was given to Mr. Kennedy direct, \$25 or \$35 was given to Mr. Kennedy—\$10 by Mr. Nucci, and \$25 by a man by the name of Archiopoli, a son of a cousin of Mr. Nucci. On the same day, during the same conversation he told me—he changed the tone of his conversation. He said he had only received a part of the money; that Mr. Hayes had only had about \$30 of the entire money.

Examined by the Chairman:

Mr. Hayes told me the reason the stand was removed was because Mr. Nucci himself had not attended to the stand and that he let a cousin of his whom he employed attend to it instead of staying there himself. He also told me Mr. Kennedy will try to and will no doubt succeed in obtaining the permit for Mr. Nucci; that he had agreed to; but that he cannot return the money. That is about the effect of the conversation that I had with him.

Examined by Mr. Moss:

The stand was actually maintained on the bridge for three months, from the 17th of September to the 14th of December.

Examined by Mr. Hoffman:

The bridge was in the course of erection at that time.

Q. Who made the lease? A. I can only give you the hearsay as to that.

Q. Who made the lease with your client to carry on the stand during the time of construction? (No answer).

Examined by Mr. Moss:

There was no lease.

By Mr. Hoffman:

Q. The agreement to permit the stand? Who made that? A. These are the only two papers that we had to show for our money that was given to Mr. Hayes and Mr. Kennedy.

By the Chairman:

Q. The permission of Mr. Hopper? A. Permission of Mr. Hopper. It may be possible that he may deny this permit, as well as Mr. Moore did.

By Mr. Hoffman:

Q. Let us get this right. Your client had built a stand there? A. Yes, sir.

Q. And he had it in operation for three months? A. Yes, sir.

Q. Haven't you understood that he received the sanction and the consent of the contractor having charge of the erection of this bridge to maintain this stand there? A. As far as these two permits will allow.

Mr. Hoffman—I ask you that question.

The Witness—I cannot say that, because I didn't have charge of this case until after the removal of the stand.

Q. Have you had at any time since you have had charge of the legal interests of this man Nucci—have you come across any permit which authorized him to carry on this stand at these premises? A. None but these two.

Q. No written permit from the department of the Bronx? A. No, sir; except this purports to be one. This is on the letterhead of the commissioner of bridges.

Q. Was there but this one? A. No, sir.

Q. You have heard it described here as being a forgery, have you not? A. I understand so.

Q. Is that the first you heard of it? A. That is the first I heard of it. I did not take any steps to institute criminal proceedings. I thought at first—Mr. Nucci told me he wanted his money. I told him the best way was to bring a civil action and get the arrest of these two people. I have issued the summons. I have it still here. It has not been served. I have issued the summons and prepared the necessary papers on an order of arrest, but unfortunately for me two of the judges of the supreme court have said that the facts contained in the affidavit do not set forth a prima facie case. I think it does, but I suppose their opinion is conclusive.

Examined by Mr. Moss:

I prepared a summons and the affidavit against Kennedy and Hayes. The affidavits were two in number, one made by Mr. Nucci, stating the facts here—that is, the representations as to the payment of the money to these men, the fact that they had no legal authority, the fact that, although they took the money, the stand which they assumed to allow was removed, and the money lost. The affidavit of Mr. Nucci was supported by the corroborative affidavit of Angelo Archiopoli, practically substantiating the important point of the main affidavit, and yet I say these papers were presented to two of the judges of the court, one at a time.

Mr. Moss—I will read the endorsement.

The Witness—Before the endorsement is read I will say this: These papers before they were handed up in the way that has been related, were originally—this affidavit here—that is, excluding the pencil marks here and the affidavit of Mr. Archiopoli—when I presented them to Justice Giegerich of the supreme court, he read them, and they did not contain any statement to the effect that Mr. Nucci was ignorant—that he is an illiterate person, and could neither read nor write well, and did not explain away the fact of those two alleged permits made in the name of Joseph Hayes, instead in the name of Mr. Nucci; and he asked me how it was that when he received those permits, before he gave the money—“Didn’t he see they were made in the name of Joseph Hayes?” I told him the circumstances and the facts in the case. He says, “I want to have proof of that.” Then I handed up, together with these affidavits, a supplemental affidavit of the plaintiff, setting forth the facts of the illiteracy and the fact that when they gave him those permits, or alleged permits, he asked them, or after he had them read, he asked them why the permits were made out in the name of Joseph Hayes instead of his own name. They told him he was not a politician, but they were politicians, and they were able to influence any adverse action or just enough influence to keep away any adverse action against these stands; and I handed it up. The judge kept it, I believe, two days, and he handed down that memorandum on the back, after I gave him the additional information he asked for.

Mr. Moss—The endorsement of Judge Giegerich is: “I am not satisfied that a prima facie case is made out that the defendant had knowledge that the plaintiff would not be allowed to conduct business under the permit in question. On the contrary, there is nothing to show that the parties were not mutually mistaken as to the effect of the permit.”

The Witness—Judge Giegerich treated those papers as permits and he was not satisfied that defendants Kennedy and Hayes were aware of the fact that those permits were not sufficient, and

therefore he denied the order of arrest and gave me permission to apply again on new papers, or upon amended papers. I did amend my papers by taking off the original affidavit of Mr. Nucci and substituting the one now in your hands.

Mr. Moss—That is endorsed again “Refused.”

The Witness—It was handed up first to Judge Giegerich on Saturday morning last, and when I handed it up to him he examined the paper very carefully, and told me—he says, “I don’t think that I would grant the order of arrest. I think you had better hand it up to some other judge.” He did not give any reason for that. He told me it was rather late on Saturday morning for him, 12 o’clock; that he does not want to take up his time and read the thing over again and examine it very carefully. The next judge that came along was David Leventritt, and his endorsement is, “Refused on the grounds mentioned by Mr. Justice Giegerich on former application, August 8, 1899. David Leventritt, J.” I think the paper sets forth a full case as against these two people. Of course the opinions of the judges of the supreme court are of more importance than mine. They carry more weight. That is as far as I could get in my efforts to recover this money for Mr. Nucci. I don’t see any earthly use in bringing an ordinary action against these two people. I have not found out what is the business of Mr. Kennedy. I wrote him a letter about—I think it was prior to July 1st—addressed to Thomas F. Kennedy, esq., superintendent of bridges of the Bronx, One Hundred and Seventy-seventh street and Third avenue—and then the office of the department of bridges—informing him that the matter had been placed in my hands for collection, and that I would like to see him before I brought action. It was on my own letter head that the letter was sent and my address was on the outlook, and I never received a reply, nor did I receive the letter in return, so that it must have reached its destination. I do not know anything about Mr. Kennedy’s business outside of what Mr. Hayes told me. He told me he was superintendent of bridges. It is more than I can tell what is Mr. Hayes’s business. I asked him, and he didn’t know himself. He

came to my office, it seems, in reply to this letter that I sent to Mr. Kennedy. I sent the letter to Mr. Kennedy at the department of bridges. Mr. Hayes called on me, on Saturday, July 1st, I think.

Examined by Mr. Hoffman:

I never went to the department of bridges in the borough of the Bronx in relation to this matter. I never made any effort to find out whether Mr. Kennedy was in truth and in fact connected with the department of bridges of the borough of the Bronx, except this letter that I sent. I did not call on the deputy commissioner. I took it for granted that if I sent a letter addressed to Thomas F. Kennedy, superintendent of bridges of the borough of the Bronx, in a matter of this kind, and if the letter did not come back to me, and if no answer came to me in reply, it would show that this was the man. I did not make any inquiries as to how this stand came to be removed. I simply know what my client said about it. I simply relied upon everything he said, and did not make any inquiry in regard to it. I didn't think it was necessary. My client's word is good enough for me. I did not seek any further information.

Examined by the Chairman:

That was corroborated by what Mr. Hayes told me.

Examined by Mr. Hoffman:

I did not go to the department of bridges in the borough of the Bronx to ascertain whether or not the permit had been issued at any time to my client. I didn't ask for any information. I assumed it. I know that for any stand that is erected within the confines of the city of New York permits would be given by the municipal assembly. I did understand that was the provision of the charter.

MATTHEW H. MOORE, being recalled and further examined, testified as follows:

The Witness—I want to say in regard to that letter I said, is a forgery. In regard to that letter, I don't know anything about it, and I would like to investigate that. It is a counterfeit.

By Mr. Moss:

Q. What is your middle name? A. Matthew H.

Mr. Moss—The letter is signed Matthew F.

The Witness—That ain't me.

Mr. Moss—So the presumptions are in favor of the truth of what Mr. Moore says. The man to tell about this thing is Tom Kennedy.

Q. Is the Tom Kennedy that we have reference to the man that kept "The Ship," and the man that is interested in a gambling house? A. I never knew him to keep "The Ship" or gambling houses.

Q. Have you heard of it? A. No; I never knew. I think it is a mistake.

Q. Is he the man who is reputed to be in connection with gamblinghouses or a gamblinghouse in the neighborhood of One Hundred and Twenty-fifth street and Third avenue? A. I couldn't tell what he does.

Q. Has he a scar on his face? A. Yes, sir.

Q. Over his ear, or near it? A. I don't know exactly; on the side of his face.

Mr. Moss—I think that is the place to inquire. This man knows who gave him this letter. He must know it. He says it was given to him by Kennedy and Hayes.

The Witness—And Hayes?

Mr. Moss—Yes.

The Witness—Who is this man Hayes?

Mr. Moss—All right. You inquired about that.

The Witness—Maybe that is the same Kennedy, by this man's investigation.

Q. Do you wish to say anything more? A. I do not. First of all, I have got nothing to do with the thing. It is not in my charge at all.

The Chairman—We understand your attitude. You have no knowledge of this matter, and that is not your signature?

The Witness—No; not a bit.

Mr. Moss—There is nothing on the face of the testimony that indicates Mr. Moore.

The Chairman—Not at all.

JOHN SLATTERY, being duly sworn, testified as follows:

Examined by Mr. Moss:

I have the contract for sewers at Bellevue Hospital. The commissioners awarded that contract to me by public letting. That was not on the plans of Horgan & Slattery. That was a special contract. They found they could not lay the concrete and that the sewers were not long enough. In fact, there was not any sewer system then. Previous to putting in the sewers, this contract was made to put in a sewer only on the north side of the hospital, and one on the south side of the hospital, a 12-inch pipe sewer, and connecting all of the leaders with the 12-inch pipe sewer and the main sewer. I have two contracts. They left out about a hundred and five feet, and there was a special contract for that. Commissioner Brennan made that contract with me. It was not on public bid. I gave him an estimate and he awarded it to me. That was \$350. The other contract, I think, was fourteen hundred and some odd dollars. I have had a larger contract there. I have got a contract for regulating and grading the grounds around the hospital and putting down the asphalt and concreting walks. I think that contract was about sixteen or eighteen thousand dollars. That was on public letting; let by the commissioners. I am doing that contract now. That includes regulating and grading and shaping the grass plots and putting down the concrete walks and laying and relaying the flagging and asphaltting the roadway. Those

three contracts were let at different times. I don't recollect the dates now. One of them was let last winter. That was for regulating and grading the grounds. That was let last winter, and we started, I think, about the middle of May. The other one was let along in July, the 3d of July, I think it was awarded, and the other one we found we had to do 105 feet, with 50 feet of house connection, fixing pipe connections with different leaders. That was let afterwards; a couple of weeks afterwards. I don't know who were my competitors on the first two jobs, half a dozen. I was \$900 lower than the next man. I told Commissioner Kellogg—I gave an estimate, rather, and we asked for that much money, and the other bids ran, I think, about nine hundred dollars more than my bid, by public letting.

Examined by the Chairman:

I made up an estimate for the commissioner. I thought he was going to let it out with private letting, because he was in a hurry with the work. That was before it was let. He found that the amount went over a thousand dollars and he refused to let it. He advertised the work, and I gave him the same bid that I gave him at a private letting, although there was an estimate for \$900 more than mine. I made the estimate at his request for the sewers.

Examined by Mr. Moss:

For the sewers there was no plan at all drawn; just simply so many feet of sewers, and so many feet of house connections. But I had to get a great deal cheaper than I figured on that at that time, and didn't make much money on it. The other work was done on the plans of Horgan & Slattery. I am acquainted with him. I am the president of the Home club; a social club. It has been organized for eighteen years. In that club is the mayor. He is a member, one of the original members. John F. Carroll is one of the original members. Horgan is not a member. Slattery is a member. He is no relative of mine at all. That work is pretty well advanced at the present time. I did not have any conversation with Horgan or Slattery about this work before I

bid on it. I knew what it was in order to make the estimate. I simply sent my man there and he took the figures off of the drawings, and I made the estimate from them. The drawings were then completed in their office. That was entirely between me and the commissioner. John J. Mahoney is also a member of the Home club. I don't know whether he is any horseman or not.

Q. The sporting man? A. Well——

Q. The bookmaker? Where does this club meet? A. Corner of Third avenue and Fifty-fourth street. The gentlemen whose names you have mentioned have been closely associated there for eighteen years; all old friends. Eighteen years ago we were organized there. I think Mr. Mahoney is not the same gentleman who testified here as a witness. I don't know. John J. Mahoney is a member of the club. I don't know whether he testified here or not. He lives, I think, in Ninety-third street. He lives on the west side some place. I don't know the number. I think he lives up there somewhere. He used to live on the east side, and then moved up there some years ago.

JAMES P. KEATING, being recalled and further examined, testified as follows:

By Mr. Hoffman:

Q. Councilman Leitch was upon the witness stand here about ten days ago when he testified to a conversation occurring, where he called at your office in relation to the asphaltting of certain streets within his councilmanic district. Do you recall the councilman calling at your office? A. No, sir. I want to say now, Mr. Chairman and gentlemen of the committee, that I never had any conversation with Mr. Leitch, nor did I ever make use of such a remark.

Mr. Hoffman—He testified before the committee, if I recall the testimony correctly, that he called upon you in relation to having a certain street set aside to be repaved, I believe, in his councilmanic district, and he stated that he asked you to agree to that list of streets to be repaved——

The Witness—No sir; he never called upon me at all.

Mr. Hoffman—I will finish the question: And that you stated to him that you would not specify the streets under any circumstances, and you would wait, rather, until hell froze over, or words to that effect. Did you have any such conversation?

The Witness—I did not. He never called upon me and I never made any such remark.

Q. At no time? A. No, sir. I think I am a little too far advanced in years to make use of a remark like that. I have too much respect for my family; and when he swore to that he swore to something he knew was false.

Examined by Mr. Wilson:

I did not tell him what street should be paved.

Examined by the Chairman:

I never had any conversation with him about any of the streets. I might have met him once in the councilmanic chamber when I went over there to see whether some of my matters were being passed. I can't recall whether I did or not. I don't think I saw Mr. Leitch over twice in my life; twice or three times; and then it was in the councilmanic chamber. He never called at my office, to my knowledge.

Q. You do not undertake to swear that he never called at your office? A. I will swear that I never saw him there.

Q. You do not answer the question. You do undertake to swear that he never called at your office? A. No, sir; I could not swear to that, of course.

By Mr. Hoffman:

Q. But you do undertake to swear that when he testified that he had a conversation with you that he has narrated it never occurred? A. It never occurred.

Q. And that you never saw him in the office and therefore you had no conversation with him? A. No, sir; and I am very glad of this opportunity to correct that.

SELLS E. WOODHULL, being duly sworn, testified as follows:

Examined by Mr. Moss:

I am an insurance broker at 819 Jefferson avenue, Brooklyn. While the committee was in recess yesterday and you were taking your lunch I had an experience down in Front street, about 1.45 yesterday. I was walking down the street. I just stopped to see Mr. Newland, and I walked down there, and a man stepped up and caught me, and says: "Mister, will you tell me which way Water street is?" And I said, "It is one block down that way." He grabbed my watch and chain. I reached him and got the watch; and another man pinioned me, and I says, "Get away." I commenced to holler "Police! Help! Help!" They broke the chain in two. I went and reported the case to the police station. They sent a man up there. Here is a part of the chain. They tore my pocket. I called to see Mr. Bayard. Bayard Brothers, of 262 and 264 Front street, are business men. They said that had happened several times in that neighborhood. That was highway robbery at high noon. I have been twenty-seven years doing business in the city of New York and Brooklyn. I went back to Mr. Newland and spoke to him about it and he says, "You go to the police station and report it." I says, "I will go to the Mazet committee and report it there." He says, "I will stand by you every time." He was not a witness to the fact, but I was talking to him probably three or four minutes previous to that. He has known me for years. The police didn't know anything about it. They don't seem to know now about it. He said, "I will send a detective right straight out with you and go around there." So I went around and the detective went with me, and also a policeman. He said he wanted to know if I could identify the man if I saw him. I said I could. He said, "Could you identify more than one?" And I said I could.

The Chairman—The committee will adjourn until the 12th of September.

Mr. Hoffman—I wish to state that the minority dissents from the discision to adjourn until September 12th, and ask the majority to continue the investigation from day to day until the committee has concluded with its wirk.

At 4.15 p. m. the committee adjourned to Tuesday, September 12, 1899.

TUESDAY, SEPTEMBER 12, 1899.

The committee met pursuant to adjournment at 10.30 a. m.

Present: Mr. Mazet (chairman) and Messrs. Fallows, Costello, Wilson, McEwan and Hoffman, of the committee.

Mr. Clarke—Mr. Chairman, since the adjournment of this committee in August the sergeant-at-arms of the assembly, who had held that office, by election, for three years, while in the Adirondacks, in attendance upon one of the committees of the assembly, was taken so seriously ill that he had to be brought back to the city to his home, and finally passed away. Mr. Crawford was but 33 years of age. He had been an active Republican in the old twenty-first district, of which I had the honor to be an officer for many years. As I am informed, he has performed his duty as sergeant-at-arms of the assembly to the satisfaction of both political parties in that body. As an officer of this committee he was careful and efficient in the performance of his public duties. I am sure that each member of the committee feels a sense of personal grief in his loss, and the counsel, who have received so many courtesies and kindnesses and so much efficient aid from him, desire to put on record their appreciation of his sterling character and their sorrow at his demise. I desire on behalf of the counsel to have entered upon the minutes the fact of Mr. Crawford's sudden disease, and to have recorded our appreciation of his character and our regret at his loss.

The Chairman—The committee fully endorse what you have said about Mr. Crawford, Mr. Clarke. Mr. Crawford, as you have stated, has been sergeant-at-arms of the assembly for three years. During that time he had performed his duties efficiently and in a careful and an enthusiastic way that has endeared him to the hearts and won for him the respect and esteem of every member of the legislature irrespective of his political affiliations. Mr. Crawford made many personal sacrifices that perhaps he was not called upon to do. In order to please and ac-

comply with the desires of the members of the legislature, he was always ready at their beck and call to do whatever they might wish—their wish was his law, and in doing as he has done he has endeared himself to the heart of every individual member. We regret his early demise. It is a loss to the assembly of the State of New York and it is a loss to every individual member of the assembly, and I think it well that we should make this entry on the record at this time expressing our earnest regret at the loss of an efficient official and of a warm friend.

Mr. Hoffman—Mr. Chairman, I desire to say that I endorse every word that has been uttered here this morning in relation to the demise of our esteemed sergeant-at-arms, Mr. Crawford. I have served with him as an official in the legislature for the past three years. He has at all times while he served the State been efficient, courteous, and gentlemanly in every respect. I believe that in his untimely demise the people of the State have lost a faithful and efficient servant, and it was a great shock to me when I read in the papers of his so sudden taking away. With deep regret and sorrow I at this time agree with every utterance that has been said here in reference to Mr. Crawford, and I say this in behalf of the Democratic minority in the legislature of 1899 that he at all times had been courteous, efficient, gentlemanly, and above all a faithful servant. I endorse every word that has been uttered, and I am glad of an opportunity to say these few words at this time, regretting exceedingly, as we all do, the untimely taking off of our esteemed sergeant-at-arms.

The Chairman—I would state that since the former sergeant-at-arms has died Mr. Frank W. Johnson has been designated as the sergeant-at-arms of the assembly and will also be designated as the sergeant-at-arms of this committee. Mr. Moss, you may proceed.

Mr. Moss—Subpoenaes were served on a number of the commissioners and city officials to produce lists of temporary employees, and I will call upon these officials now.

Mr. Hoffman—Pardon me one moment. I desire to say at this time that I believe it proper for the Democratic members

to say something in reference to the subject we are about to investigate. The Democratic members of this committee will insist that this subject be taken up and investigated thoroughly and systematically from its inception to the very end; it will do, so far as it is able, everything within its power to bring out all the facts and the truth in relation to the Ramapo subject, and it will insist that in this systematic examination which shall take place, beginning at the very inception, as I have stated, and winding up at the end, that all necessary and proper and material witnesses be called irrespective of what their politics may be, and in that connection, if the witnesses have not already been subpoenaed I suggest now that I believe, as one of the Democratic members of this committee, that Senator Thomas C. Platt will be a very material and essential witness to this investigation, and I ask if the witness has not been subpoenaed that a subpoena issue for him to attend and give testimony. I believe I may add that this investigation is intended to be thorough. I believe it is proposed that witnesses shall be called who will give their evidence in court and not in newspaper interviews, and so long as that is done, so long as the fair and proper and reasonable requests of the minority members upon that subject are complied with, the minority will aid in every way, so far as it is able, to bring out the entire truth, and if any wrong has been perpetrated to place that wrong where it properly belongs.

The Chairman—I do not think it is necessary to say anything further in regard to what Mr. Hoffman has said, except to assure him that it is the intention of this committee to investigate this matter thoroughly, and whatever witnesses may be deemed necessary or material to bring out the facts will be called at the proper time.

WILLIAM DALTON, recalled as a witness, examined by Mr. Moss, testified as follows:

I am the commissioner of water supply. When I was appointed to this particular office I was in the wholesale butcher business.

My places of business was 601 West Thirty-ninth street, and 3, 5 and 7 Washington Market. I had that business, and the carpenter business for some thirteen years, I believe. That is, I had a partner connected with that business up to the time I had this place. I did not actively participate in the business. I have held other public positions. I was commissioner of excise, president of the board, and deputy commissioner of street cleaning, and acting commissioner at times. I have held no other public position. My time has been altogether given to these public offices. There have been intervals when I had no public position, from the 27th of February, 1895, up to, I think, the 2d of January, 1898. I am also a district leader in Tammany Hall. I have been a district leader going on ten years; ten years, I think, this election. The duties of that position are somewhat numerous. It takes some time to perform the duties of that position of district leader. I have to attend meetings; once a month we have a meeting, go around to our clubroom in the evening. I don't know of any matters that would interfere with the duties of my position. I cannot perform both sets of duties with ease. I cannot perform my duties to the association and attend to the duties of the water commission at same time. I think after 7 or 8 o'clock I am at liberty to go to the club.

Q. Certainly, and in your position as district leader you have to consider the claims of members of your district, residents of your district, who ask for appointment in public positions, don't you? A. Not to a very large extent. I leave that matter to the alderman or assemblyman of the district and chairman of the district. I am not, understand, chairman of the district, only member of the executive committee. I have talked over applicants for appointment with the aldermen and assemblymen. They have asked my advice about it. I have the proposed contract with the Ramapo Company. These are all the papers, I think (producing papers). This is only a copy of the contract, you know. Mr. Holahan has the original.

Mr. Moss—I offer this in evidence.

“LAW DEPARTMENT,
“OFFICE OF THE CORPORATION COUNSEL,
“NEW YORK, August 16, 1899.

“HON. MAURICE F. HOLAHAN,

“*President Board of Public Improvements.*

“Dear Sir.—I return herewith proposed contract between the Ramapo Water Company and the city of New York, with my approval of the same as to form.

“The contract sent me was so unfavorable to the city in most of its provisions that I felt obliged to redraw it. In its present form I do not think there can be any objection to it.

“Very truly yours,

“JOHN WHALEN,

“*Corporation Counsel.*”

“Agreement made this — day of —, 1899, by and between the Ramapo Water Company, a corporation of the State of New York (hereinafter called the Water Company), party of the first part, and The City of New York, a municipal corporation, by William Dalton, the commissioner of water supply of said corporation (hereinafter called The City of New York), as authorized by chapter 378, sections 415, 457 and 471, of the Laws of 1897, party of the second part.

“Whereas the said Water Company was duly incorporated on or about the 12th day of September, 1887, under and in pursuance of the act of the Legislature of the State of New York, passed on the 17th day of February, 1898, entitled ‘An act to authorize the formation of corporations for manufacturing, mining, mechanical or chemical purposes,’ and of the several acts of the said Legislature amendatory thereof; and

“Whereas the said Water Company is authorized and empowered by law, and more particularly by the provisions of chapter 935, Laws of 1895, entitled ‘An act to limit and define the powers of the Ramapo Water Company,’ passed on the 11th day

of June, 1895, to acquire such lands and waters along the sheds of the Ramapo, and along such other water-sheds and their tributaries, as may be suitable for the purpose of accumulating, storing, deducting, selling, furnishing and supplying water for domestic and municipal purposes to any city, town or village, and may contract with any corporation in this State, public or private, to furnish water for the purposes mentioned; and

“Whereas the said Water Company has proposed to supply The City of New York with water for streams and lakes and their tributary watersheds in the State of New York, west of the Hudson river, to be delivered at a pressure at the place of delivery due to an elevation of three hundred feet above the mean tide level; and

“Whereas the city of New York is authorized, under the provisions of chapter 985, section 3, Laws of 1895, to enter into a contract with said Water Company to furnish water for domestic and municipal purposes to said city for any length of time that may be deemed advisable; and

“Whereas the said commissioner of water supply has duly examined into the sources of the water supply so proposed to be furnished by said Water Company, and has selected the Esopus and its tributary and connecting watersheds, and has determined that the supply from those sources will be adequate, and that water supplied from those sources will be pure and wholesome, and, being drawn from mountains and rocky areas very sparsely populated, is and will remain and continue to be, free, from contamination and pollution, and has determined that said Water Company is duly authorized by law to do whatever is necessary to enable it to furnish and deliver to the city of New York and to its inhabitants the quantity of water which the said Water Company hereafter agrees to furnish and deliver, at a pressure at the place of delivery due to an elevation of three hundred feet mean tide level; and

“Whereas preliminary to the execution of this contract the provisions of this contract in all its details in form and substance as herein provided were submitted to the board of public im-

provements of the city of New York, and the assent of said board after such submission to it, was given by resolution to the execution of such proposed contract as so submitted;

“Now, therefore, this agreement witnesseth, that in consideration of the mutual covenants herein contained, and of one dollar (\$1) in hand paid by each party hereto to the other party hereto, the receipt whereof is hereby acknowledged, and in consideration of the construction by the said Water Company of the dams, reservoirs, conduits and pipe lines necessary to carry out the covenants and conditions of the said Water Company herein contained, the parties hereto have covenanted, promised and agreed, and hereby covenant, promise and agree, the party of the first part for itself, its successors and assigns, and the party of the second part for itself and assigns, as follows:

“1. The said Water Company, the party of the first part, will furnish, supply and deliver, by a gravity system of transmission, at its own cost and expense, water to be taken from the Esopus and its tributary and connecting watersheds west of the Hudson river and in the State of New York, to the party of the second part, The City of New York, at the time and place, and in the manner, and under the conditions hereinafter specified, and will accept as full compensation therefor the sum of seventy dollars (\$70) for each and every million gallons of such water so delivered.

“2. The said Water Company hereby covenants and agrees that the water so furnished, supplied and delivered shall not be drawn from any stream or lake, the surface of which is at an elevation of less than four hundred and twenty feet above mean tide level, and that such water shall be of greater purity than the water supplied to the city of New York from the Croton and Long Island watersheds, as shown by the average of the analyses of the water from these sheds taken from the distributing reservoirs within the cities, which have been made under the direction of the health officers of the city of New York and of the city of Brooklyn, during the past year, as shown by the public record as compared with the average of the analyses for a like

period of the water to be furnished by the party of the second part, taken at the point of delivery to the city to be made by the health officers of the city of New York or by the commissioner of water supply of said city.

“3. The said Water Company further covenants and agrees to furnish, supply and deliver to the city of New York two hundred million (200,000,000) gallons of such water, at a pressure due to an elevation of 300 feet above mean tide level, on and during each and every day for the period of forty years, from and after the first day of ———, in the year 1902. Subject, however, to the right of the city of New York (through its commissioner of water supply or his successor in office or position) to reduce the quantity of supply to such number of gallons as to his judgment may be required, upon notice thereof to the party of the first part, except as hereinafter otherwise excepted, conditioned and provided; and to deliver such water to the party of the first part at the northern boundary line of the city of New York at the point of intersection thereof with the new Croton Aqueduct.

“4. The said Water Company hereby covenants and agrees that it will contract, maintain and operate all such reservoirs, conduits and pipe lines, as may be necessary to accumulate, store, furnish, supply and so deliver such water without cost or liability to the city of New York other than the payment of seventy dollars (\$70) for each and every million gallons of such water so furnished, supplied and delivered, as herein provided.

“5. The city of New York, in consideration of the covenants promises and agreements of the said Water Company herein contained, covenants and agrees to accept and receive such water as it may require, not exceeding two hundred million (200,000,000) gallons of such water so delivered by the said Water Company, on and during each and every day from and after the first day of ———, in the year 1902, and the city of New York hereby covenants and agrees to pay, in regular quarterly payments, to the said Water Company, its successors and assigns, the sum of seventy dollars (\$70) for each and every million gallons of such water so delivered not exceeding 200,000,000 daily.

"6. The city of New York agrees to authorize, and does hereby authorize, the said Water Company to act as the agent and representative of the city of New York, so far as it may lawfully do so, in doing whatever may be necessary for the fulfillment of this contract; provided and conditioned that the city of New York shall not incur, or be or become liable for, any cost or expenditure on account thereof or in connection therewith.

"7. It is hereby agreed by and between the parties hereto that the agreement of the said Water Company to furnish, supply and deliver to the city of New York, and of the city of New York to accept, receive and pay for, not exceeding two hundred million (200,000,000) gallons of water on each and every day from and after the first day of ———, 1902, as hereinbefore expressed, are made subject to and conditioned upon the further understanding and agreement, hereby made by and between the parties hereto, that, in consideration of the promise of the said Water Company, hereby given, to expedite and hasten the completion of its works so as to enable it to deliver such water, or a part thereof, prior to that date, the city of New York hereby agrees to accept, receive and pay for, as hereinbefore provided, that quantity of water, or any part thereof, so required, whenever such water shall be furnished and delivered by the party of the first part prior to said date upon the condition that the said Water Company shall notify the said commissioner of water supply, that it will deliver that quantity of water, or a part thereof, during the next ensuing year, giving in such notification the quantity to be delivered and the date or dates upon which the delivery of the quantity or quantities, if the quantity to be delivered daily is to be increased during the year, will commence; such notification to be so given not less than thirty days prior to the beginning of the year during which the delivery of such quantity of water, or a part thereof, shall be so commenced.

"8. It is hereby agreed by and between the parties hereto that the time herein fixed for the delivery of such water as herein provided may be deferred, at the option of the said Water Company, for a period equal to the time during which the said Water Company shall be delayed or interfered with in the construction

of the works necessary for the delivery of such water, by any injunction or legal proceeding, or by strikes of workmen, or by any other cause of delay not within the power of the said Water Company to remedy or overcome.

"9. It is further understood and agreed by and between the parties hereto that the failure to deliver such water, or any part thereof, at any time after the commencement of such delivery, caused by any accident or injury to the works of the said Water Company, shall not invalidate this contract, provided such injury, or cause of failure, shall be repaired or removed by the said Water Company as soon as may be practicable, and that if the said Water Company cannot, by reason of such accident or injury, deliver the full quantity of two hundred million (200,000,000) gallons daily, the city of New York shall pay only for the quantity of water that can be delivered.

"10. It is hereby further agreed by and between the parties hereto, that this contract may be modified, altered or amended hereafter, in such manner as the parties may deem to be necessary or desirable.

"11. The said Water Company covenants and agrees that no laborer, workman or mechanic who it may have in its employ, or in the employ of its subcontractor or other person doing or contracting to do the whole or part of the work contemplated by this contract, shall be permitted or required to work more than eight hours in any one calendar day except in cases of extraordinary emergency caused by fire, flood or danger to life or property; and it is further covenanted and agreed that each such laborer, workman or mechanic employed by said Water Company, its subcontractors or other person in, about or upon such public work, shall receive such wages as are provided for by chapter 415 of the Laws of 1897 as amended by chapter 567 of the Laws of 1899; and it is further covenanted and agreed that upon the failure to comply with the provisions of section 3 of chapter 567, of the Laws of 1899, this contract shall be void and of no effect.

"The said Water Company shall furnish a bond to the amount of one hundred thousand dollars (\$100,000) for the faithful performance of the above agreement.

"In witness whereof the parties hereto, by their duly au-

thorized officers, have respectively signed the corporate names of the parties hereto and fixed the corporate seals of the parties hereto, the day and year first above written; and have duly executed this agreement in triplicate, one part of which is to remain with the commissioner of water supply, one part to be filed with the comptroller of the city of New York, and the third to be delivered to the party of the second part.

“Signed and sealed in the presence of:

.....
.....

“Approved as to form.

“JOHN WHALEN,

“*Corporation Counsel.*”

“City of New York and County of New York, ss. On the —— day of ——, 1899, before me personally came William Dalton, to me known and known to me to be the commissioner of water supply of the city of New York, and the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same as such commissioner of water supply of the city of New York for the purpose herein mentioned.

“City of New York and County of New York, ss. On this —— day of ——, 1899, before me personally came ——, to me known and known to me to be the person described in and who executed the foregoing instrument and who acknowledged to me that he executed the same for the purpose herein mentioned.”

The Witness—I have a copy of the reasons which I gave the board of public improvements for urging the contract.

Mr. Moss—I offer them in evidence.

“Department of Water Supply, New York, August 9, 1899. Hon. Maurice F. Holahan, president board of public improvements. Dear Sir—The present condition of the water supply of Greater New York and those which confront us in the near future impose on this administration the imperative duty of taking prompt and decisive action to remedy existing deficiencies, and to secure to the people an adequate supply of pure and wholesome water, such as a great city requires for the preservation and promotion of the public health, for the fullest possible protection of property and lives from the ravages and dangers of fire,

for the support and encouragement of industries, and for domestic necessities and comfort. The duty thus imposed upon me as commissioner of water supply, and upon your board as the municipal body which has the power to authorize me to take the necessary remedial measures, cannot safely be put off. Although the conditions to which I refer have in part or in whole been set forth in my official reports and communications to his honor the Mayor, and published in the "City Record" and in printed documents, I deem it proper to present herewith a concise statement of the situation.

"The full normal capacity of the public water supply of the borough of Brooklyn is 93,000,000 gallons per day for a population now estimated conservatively at 1,200,000. It has so remained for more than five years without additions or improvements, while the population and the demands on the water service have been continually growing. About three-fifths of the supply is obtained from flowing streams and from ponds; the other two-fifths, or about 40,000,000 gallons per day, has to be pumped out of the soil from driven wells. The objections to a water supply for a great city population from deep wells are too well known to need reiteration here. The entire supply, even that from the flowing streams and ponds, has to be pumped a height of 170 feet into the Ridgewood reservoir for distribution through the water mains, and some of it an additional height of 50 feet into the Mount Prospect reservoir, and 80 feet more into the Mount Prospect tower in order to gain sufficient pressure to deliver water in houses on high ground.

"If the people of the borough of Brooklyn are to be supplied with water at the same rate per capita as the people of the boroughs of Manhattan and the Bronx, they would now need a daily supply of 150,000,000 gallons. This would require an immediate addition of 57,000,000 gallons per day from new sources, and if the undesirable and unreliable supply from driven wells is to be eliminated, we would have to obtain 97,000,000 gallons per day to bring the Brooklyn water supply up to the standard of the supply in Manhattan and the Bronx.

"In the borough of Queens, where the city owns three pumping stations in Long Island City, one at College Point, one at Flushing and one at Whitestone, with systems of distributing

mains, the conditions are worse. The entire supply is obtained from deep wells, some of which are in such close proximity to the shore of the East River or Long Island Sound that the pumping of water from them has to be carefully limited to prevent the drawing of an admixture of salt water which would render the entire supply unpotable and unfit for use. Some of the other wells are in surroundings where there is a constant increase in population and buildings which will in a short time compel the abandonment of the wells in consequence of pollution from house drainage. The wells and plants are now worked to their maximum capacity, producing a supply of 3,350,000 gallons per day. This supply is manifestly and absolutely inadequate even for the present population and number of water consumers, much less for extensions of the public water service into new streets and territory for which requests are constantly received from property owners. It would be profitable to the city and highly advantageous to the population in the water district of Long Island City, College Point, Flushing and Whitestone, if we were in a position to at once increase the daily water supply to five or six million gallons, and have the facilities to continue increasing it, so that we could encourage instead of retarding private enterprises and investments in household property by responding to all reasonable demands for extension of the water service, and giving assurance that the water supply shall be sufficient for domestic and industrial uses, for fire protection, and for the protection of the public health.

"In accordance with these views I estimate the present necessities for public water supply in the borough of Queens at 6,000,000 gallons per day. When the projects for connecting the borough with Manhattan island by bridges are carried out, the population within the present public water districts, Long Island City, College Point, Flushing and Whitestone, will increase at a much larger ratio than in any other section of Greater New York, and the demands for water supply will increase in proportion. Therefore, in the estimate which I give below, I assume the needs of water supply for these water districts at 6,000,000 gallons per day at the present time, and the rate of annual increase required at 20 per cent.

"It is a mistaken idea or theory, which many people may

entertain, that the boroughs of Manhattan and the Bronx are not in need of prompt action and measures to increase the water supply, and more especially the pressure and elevation at which water can be delivered in the houses and for extinguishing fires. While the entire supply from the Croton, Bronx and Byram watersheds comes into the city reservoirs by gravity of natural flow, the elevation at which it can be delivered in houses from the distributing mains is limited to 119 feet above mean tide, and in many localities the elevation of delivery is less. As early as 1870 it became necessary to resort to steam pumping machinery to deliver the water in houses on higher grounds, beginning with a small pumping station at Highbridge, with a daily capacity of 2,000,000 gallons. The growth in population and buildings in the high service districts has been such that up to date the capacity of the high service supply had to be increased to 55,000,000 gallons per day by the establishment of two additional pumping stations, and the purchase and erection of additional pumping machinery. The demand for high service supply continues to grow at a constantly increasing rate, so that this department is compelled to make, and does make, plans and preparations from time to time to increase the capacity of the pumping machinery.

“In the borough of the Bronx there is, as yet, no high service, and the consequence is that the department is unable to properly supply houses on University Heights, Morris Heights, Woodlawn Heights and other elevated sections of the borough, giving rise to many and justifiable complaints that the house owners and residents in these locations are unfairly treated and neglected as to their rights for a fair water supply.

“In less than five years from now the water supply for Manhattan and the Bronx will be deficient in quantity, as well as in pressure or in elevation of delivery. The average daily consumption for the past six months is 265,000,000 gallons, and the maximum during the hot days of June and July was 286,000,000 gallons, which is an increase of 30,000,000 gallons over the maximum consumption last year, or nearly 12 per cent. The combined capacity of the old and new Croton aqueducts and the Bronx River conduit, which are now the only means of conveying water to these boroughs, is 400,000,000 gallons per day.

Therefore, at the present rate of increase in consumption, the limit of capacity of the present water system will be reached in four years or less, and on an increase of 10 per cent. per annum, it will be reached in less than five years.

"The following figures show in the most concise form the present rate of supply and consumption of water in the four boroughs, and the increase which will be needed in four years and in 10 years from this date, calculated at 10 per cent. per annum (except for the borough of Queens), which is a very conservative estimate, amply supported by past experience: Borough of Brooklyn, present supply and consumption, 93,000,000 gallons; increase required in four years (1903), 43,161,000 gallons; increase required in ten years (1909), 168,218,000; boroughs of Manhattan and the Bronx, present supply and consumption, 265,000,000 gallons; increase required in four years (1904), 122,986,000 gallons; increase required in ten years (1909), 422,341,000 gallons; borough of Queens, present supply, 3,350,000 gallons; supply actually needed, 6,000,000 gallons; increase required in four years (at 20 per cent. per annum), 11,450,000 gallons; increase required in ten years, 53,000,000 gallons; total increase required in four years, 177,597,000 gallons; total increase required in ten years, 640,559,000 gallons.

"Treating on needs for more and better water supply for the four boroughs as a whole, or each one separately, I can say that this is not the first presentation of the urgent necessity of prompt action to secure such increase.

"As I have already stated in this communication, the official reports of the department of city works of Brooklyn for several years prior to 1898, are replete with evidence that the water system of that borough needs expansion and improvement.

"In respect to the boroughs of Manhattan and the Bronx your board received in June of last year a communication or petition from the New York board of fire underwriters, making a most forcible appeal for a larger water supply, which can be brought to the city at such elevation or under such pressure that it can be delivered through the distributing mains and in houses to the top story of every building except the very high office and business buildings, without the necessity and expense of pumping either by the city at the high-service stations or by

the owners or tenants of buildings. The demands made in that communication or petition are summarized as follows: Protection against fire throughout the city. A more efficient supply to the modern high buildings which represent large and rapidly increasing values. A general supply to all buildings of ordinary height without private pumping; and pure mountain water, in sufficient quantity to prevent scarcity in case of accident to the present system of reservoirs and aqueducts.

"Petitions of the same purport and the same urgency were presented to the commissioners of the sinking fund in September, 1895, from fire underwriters, real estate owners and agents, bankers, hotel keepers and others, with resolutions of the board of trade and transportation and the chamber of commerce.

"It must be borne in mind that these petitions which relate more particularly to the water supply of the boroughs of Manhattan and the Bronx, though they have the intention and object of securing better water service for the entire Greater New York, have been presented since the acquisition of a large additional supply through the new Croton aqueduct, which came into use in July, 1890.

"Prior to that, in 1883, when the plans for the new Croton aqueduct had been made, and its construction assured, a merchant committee, of which such prominent citizens as Cornelius N. Bliss, William L. Strong, John Claflin, Charles S. Smith and William E. Tefft were members, appointed at a mass meeting of business men, petitioned the legislature for the enactment of a law that would enable the city to obtain by contract a supply of pure and wholesome water from the mountain streams and lakes west of the Hudson river to supplement the Croton system. These eminent and representative citizens of New York evidently foresaw the inadequacy of the Croton, Bronx and Byram river systems to supply the future needs of the old city of New York, now boroughs of Manhattan and the Bronx, and that these systems would always lack the element of giving sufficient elevation of delivery of the water to furnish at all times sufficient pressure for the extinguishment of fires and to do away with private pumping in houses.

"These petitioners pointed to the mountain regions west of the Hudson river as the best, most available, most reliable and

most economical source of water supply for the future needs of the city for years to come, and to the superior quality of the water which can be obtained from that region, as compared with the water from all the present sources of supply, and from other sources which are practically available.

“I find these views confirmed by the judgment of eminent engineers. For the purpose of making some personal observations and obtaining practical knowledge of the conditions and capacities of the available watersheds in the hills and mountains west of the Hudson river, I made a tour of examination, in which I was accompanied by you, as president and representative of the board of public improvements, and four engineers of high standing, including the chief engineer of this department and the chief engineer of your board.

“The territory which we visited and examined covers a part of the district known as the Highlands of the Hudson, and part of that which is generally described as the Catskill mountains. The Highlands district may, for convenience, be called the Fort Montgomery watershed. The section of the Catskill mountains which we visited and examined embraces the valley of Esopus creek, the upper water of Schoharie creek and the head waters of the east branch of the Delaware river. It presents the very great advantage of a large number of natural sites for storage reservoirs which can be made available with comparatively small cost for the construction of dams, sluices, etc.

“The following is a brief description of the reservoir sites which we examined, commencing at the southern end of the watersheds: The Fort Montgomery reservoir site is about forty miles from the city, and two miles west of the Hudson river. It has an elevation of 400 feet above tide level, will flood about 150 acres in area, and has a watershed of about 45 square miles. The Popolo reservoir site has an elevation of 500 feet above tide, and an area of about 250 acres. The Mine pond, five miles from the Hudson, has a natural flood area of 10 acres 600 feet above tide. Lake Popolopen, five and one-half miles from the Hudson, is more than two miles long and 1,000 feet wide, with an elevation of 650 feet above tide. Lake Hill reservoir site can be flooded to an area of 300 acres at 1,050 feet elevation above tide. Coal Brook reservoir in the Esopus valley can be made to contain 15,000,000,000

gallons of water at an elevation of 675 feet. The Olive reservoir site can be made to impound 7,000,000,000 gallons. The aggregate area of the watersheds referred to is over 1,400 square miles. Official records, kept for the last twenty-six years, show that the rainfall in this region averages 15 per cent. greater than the rainfall in the Croton watershed. The population averages not more than ten to the square mile. The geological and topographical features assure a larger yield or percentage of yield, than could be obtained for a potable water supply in a less mountainous, more populated and more agricultural territory, such as the Croton watershed.

"All these conditions confirm the estimate that these watersheds are capable of furnishing ultimately a daily water supply of 900,000,000 gallons of the purest quality which can be obtained anywhere in the state of New York.

"Other sources for an additional supply have been suggested from time to time, none of which presents the same combination of amplitude, reliability, excellence of quality of water, economy of cost, susceptibility of gradual development by gradual increase of the supply to be obtained in conformity with the growing needs of the city.

"From the Ten Mile river in the Housatonic watershed a daily supply of 110,000,000 gallons might be obtained. If this supply was led into the Croton aqueducts it would fail to give the much needed increase of pressure and elevation in the delivery of the water. To obtain a higher elevation of delivery from this source a new aqueduct would have to be built from that watershed to the city at a cost of \$40,000,000 or more. The water would be inferior in quality, because the watershed contains a great number of factories and dwellings, has a large population which is constantly increasing, and gradual pollution of the water would certainly ensue.

"Lake George, Lake Ontario and Lake Champlain have been suggested as practically inexhaustible sources of supply. A supply from Lake George would flow by gravity to tide level at New York, where it would have to be pumped to the required elevation. The construction of the necessary work to obtain a large supply would cost not less than \$200,000,000. A supply from Lake Champlain would flow by gravity to Troy, where it would have

to be pumped 250 feet high in order to reach tide level at New York, and then again pumped to required elevation.

"A supply from Lake Ontario would flow by gravity to Albany, where it would have to be pumped 230 feet high in order to flow by gravity to tide level at New York, where it must again be pumped to the required elevation.

"To convey a water supply from any one of these three lakes would require the building of tunnels, respectively 10, 56 and 50 miles in length, to pass the intervening ridges of hills, or immense pumping machinery to raise and pass the water over the ridges.

"A gravity supply could be obtained from the Adirondacks under pressure equal to that to be obtained from the watersheds west of the Hudson, but the necessary works of construction would probably cost not less than \$500,000,000, and could not be completed in less than twelve years.

"The facts again demonstrate the superiority of the watersheds west of the Hudson as a source of water supply for the city of New York.

"I now come to the question of cost, and of the time within which a large addition of the water supply can most speedily be obtained. Both of these questions are of paramount importance in the consideration of the subject.

"I will first deal with the question of time, taking it for granted that the watersheds of the Hudson Highlands and the Catskill mountains, as above described, will be chosen as the source of supply.

"If the city were to undertake acquisition of the necessary lands and water rights, and the construction of the dams, reservoirs, tunnels and conduits to convey the water to the distributing mains in the city, it would have to go through the process—

"First. Obtain authority for the necessary bond issues through the board of estimate and apportionment and the municipal assembly.

"Second. Employ a large corps of engineers, surveyors and draughtsmen to make detailed surveys and maps of every parcel of land, every mill right and right of way.

"Third. File copies of these maps in the office of the county clerk of each county included in the watershed and along the conduit which is to convey the water to the city, and in the several offices in the city where the law requires such maps to be filed.

“Fourth. Apply to the supreme court for the appointment of commissioners of appraisal to determine the damages to be paid for the taking of lands, etc., or obtain the lands, water rights and rights of way by negotiations and purchase with and from each individual owner, and then only with the consent and approval of the comptroller.

“Fifth. Employ engineers to make elaborate detail plans and estimates of construction, so as to be prepared to advertise for proposals from contractors to do the work.

“Sixth. Advertise the contracts for public letting, make awards to the lowest bidders at public letting, provided they furnish satisfactory sureties to the required amounts.

“Seventh. Take the risk that the contractor or contractors to whom the work is awarded are dilatory and slow in the performance of their work, or otherwise violate the conditions of their contract, or totally abandon their works or contracts, or compel the city to declare the contracts abandoned, and to resort to readvertisement and reletting to new contractors with the same risk.

“The records of the public works of the city are full of illustrations of the delays which seem to be inseparable from the prosecution of large public improvements of the magnitude of the one which is the subject of this communication. I have shown in the foregoing part of this communication that the boroughs of Brooklyn and Queens are in need of additions to their water supply even at this day, and that the boroughs of Manhattan and the Bronx will need additional water supply before the expiration of five years. I have the conviction, based on past experience in city affairs, that under the most favorable circumstances the city could not accomplish the completion of the necessary works of construction, and all the other incidental measures, in a shorter period than seven years. An example of this may be found in the time which elapsed between the creation of the board of aqueduct commissioners, in June, 1883, and the completion of the new aqueduct, so that it could be brought into use in July, 1890.

“As to the question of cost: If the city undertakes the work itself it must build so that the addition to the water supply shall be assured for a series of years after the completion of

the works, which means that it must build reserviors and conduits of sufficient capacity to guarantee an additional supply of not less than 600,000,000 gallons per day, and must be ready to make bond issues to an amount of not less than \$70,000,000, and possibly \$100,000,000. This great municipality is confronted with a financial condition which makes such bond issues for water supply purposes alone impossible, unless it be done with the exclusion of all other necessary public improvements which are payable from bonds, such as parks, schoolhouses, bridges, etc.

"These considerations as to cost and time lead me to the presentation of the recommendation which I will now make, and in making it I desire to again emphasize the seriousness of the situation, which makes time precious and prompt action imperative.

"It is not necessary that the city commit itself to a bond issue in this case, or that it shall incur any expenditure. Private capital stands ready to construct the works and furnish the water without obligation or cost to the city, except to pay for the water when delivered. A proposal has been presented by a responsible company to furnish the needed water supply at a pressure due to an elevation of three hundred feet, or more if desired, above tide level. By act to the legislature this company is authorized to contract with the city of New York to furnish such water supply. The proposal is to deliver to the city, at its northern limit, not less than 200,000,000 gallons of water per day within five years from the date of the acceptance of the proposal, at \$70 per million gallons. The company has taken all necessary legal steps to secure the water supply and such additions to it as the city will need, above 200,000,000 gallons per day, as the watersheds of the Hudson Highlands and part of the Catskill mountains, already described, can yield. I am satisfied of the competency and reliability of the company to carry out this proposal, and I am also satisfied that under the existing conditions, as herein stated, it will be advantageous to accept the proposal. The lowest rate at which this city sells water to consumers by measurement is the Brooklyn meter rate of $71\frac{1}{2}$ cents per 100 cubic feet, or \$100 per million gallons. This leaves a quite sufficient margin between the price

asked by this water company and the lowest rate charged by the city to consumers to more than pay for the cost of distributing the water to consumers through the mains and collecting the water rents.

"The company is not seeking a municipal franchise. It does not propose to sell water to the residents of this city. It will deliver the water to the city and the city will distribute it through its mains in the same manner as the public water supply in the several boroughs is now distributed, and the city will collect the water rents as heretofore.

"I submit herewith for approval of your board a contract with the Ramapo Water Company, on the basis of the company's proposal, and approved as to form by the corporation counsel. Very respectfully, William Dalton, Commissioner of Water Supply."

The Witness—I remember there was a meeting of the board of public improvements when Mr. Coler submitted a statement and some engineering reports.

Mr. Moss—I offer in evidence a statement made by the comptroller, to be found in the "City Record," No. 8009:

"Department of Finance, August 29, 1899. To the Board of Public Improvements. Gentlemen—At a meeting of this board, held August 16, 1899, the commissioner of water supply presented a report urging the approval of a contract with the Ramapo Water Company, to supply the city of New York with 200,000,000 gallons of water daily at the rate of \$70 per million gallons. The questions involved in the execution of such a contract were of the utmost public importance; for, apart from the enormous expenditure contemplated thereby, about \$200,000,000 during the forty-year term of the contract, to resort to a private company for the future needs of the city meant the reversal of a consistent policy of municipal ownership which has for many years governed all the large cities of this country. When this matter was thus brought to the attention of the board, a motion was made to defer action for four weeks in order that a reasonable opportunity might be had for investigation and discussion. This motion was lost by a tie vote. A similar motion to defer action for three weeks was likewise lost by the same vote. Finally a delay of two

weeks was granted to enable the comptroller to present a report on this supremely important subject. During the two weeks just elapsed I have endeavored with the utmost diligence, to obtain all the facts essential to the forming of an intelligent judgment on the proposition pending before the board. In addition to the regular engineering force in my department I have employed experts of national reputation to examine into not only the present and future needs of the city in respect to its water supply, but also the ability of Ramapo Water Company to supply water from the watershed alleged to be within its control. The time allotted has proved altogether inadequate for the purpose. Monstrous as this proposition appears to me, it had been urged seriously, and it is my desire to treat it with all the seriousness due to its overwhelming importance. To do this involves an examination, which, if conducted with proper care and thoroughness, cannot possibly be completed in any such brief period of time. To illustrate the difficulties experienced in obtaining the necessary information, I call attention to the following correspondence with the department of water supply, and to the fact that the data therein requested have not been furnished:

“‘City of New York, Finance Department, Comptroller’s Office, August 19, 1899. Hon. William Dalton, Commissioner of Water Supply: Dear Sir: In order that I may have before me all the information possible in regard to the proposed contract with the Ramapo Water Company, I respectfully request you to transmit all the data upon which was based your report presented to the board of public improvements at its last meeting on Wednesday, the 16th instant. I also request to be advised of the plans made by your department for utilizing the water delivered by the Ramapo Water Company to the city of New York, i. e., the size and location of the storage reservoirs, aqueducts, pipe lines, principal distributing mains, and other accessories necessary for the distribution of such water, together with your estimates of cost thereof. In view of the short time allotted to me by the board of public improvements for an examination of this immensely important subject, I respectfully request that you furnish this information at your earliest possible convenience. Very truly yours, Bird S. Coler, Comptroller.’

“‘Department of Water Supply, New York, August 21, 1899.

Hon. Bird S. Coler, Comptroller. Dear Sir: Your favor of the 19th instant, addressed to the commissioner, requesting all the data upon which the commissioner's report regarding the Ramapo Water Company was based, is received. I beg to say that the commissioner is at present out of town, and your letter will be laid before him immediately upon his return. Very respectfully,
R. S. Dorell, Secretary.'

"City of New York, Department of Finance, Comptroller's Office, August 21, 1899. Hon. James H. Haslin, Deputy Commissioner of Water Supply. Dear Sir: On August 19th I addressed a communication to Hon. William Dalton, commissioner of water supply, requesting certain information in regard to the proposed contract with the Ramapo Water Company, now pending before the board of public improvements. I have just received an acknowledgment of this letter from the commissioner's secretary, dated August 21, 1899, in which I am informed that the commissioner is at present out of town, and that my letter will be laid before him immediately upon his return, the date of which is not stated. I am loath to make suggestions in regard to the conduct of business by city departments in no way subject to my control, but think it only proper to call your attention to the following facts: The proposed contract with the Ramapo Water Company is by far the largest and most important question now or perhaps ever brought before officials of the city of New York for action. At the last meeting of the board of public improvements I was denied an opportunity for one month's investigation of this matter, and granted only two weeks for that purpose. This period of two weeks will expire on Wednesday, the 30th instant. Without the information requested from your department it is impossible for any one to form an intelligent judgment on this matter. Under these circumstances it would seem desirable in case it is not desired to disturb the commissioner in the enjoyment of his vacation, that my request be not pigeonholed until his return, but that the same be either communicated to him at once or that the acting head of your department should in his absence at once take such steps as may be necessary to furnish the information requested. Very truly yours, Bird S. Coler, Comptroller. P. S. In addition to the information asked for in my letter of the 19th instant, I request to be furnished

with maps or descriptions of the property owned or controlled by the Ramapo Water Company in the watershed from which that company proposes to obtain its supply of water. B. S. C.

“‘Department of Water Supply, New York, August 22, 1899. Hon. Bird S. Coler, Comptroller. Dear Sir: In reply to your very kind communication of the 22d instant, I beg to say that Mr. Birdsall, chief engineer of the water supply department, has furnished Messrs. McLean and Cross, engineers of your department, with such information as you requested in your letter of the 22d, addressed to me. In conjunction with that, I have authorized Mr. Birdsall to be as expeditious as possible, giving you all the additional information obtainable. Hoping this will meet with your approval, I remain, respectfully, Jas. H. Haslin, Deputy and Acting Commissioner.’

“‘None of the foregoing information has been furnished. The fact that actions brought by taxpayers at present enjoin this board from approving of this contract may seem to render a request for additional time unnecessary, but I have, nevertheless, thought it proper to advise the board of the progress thus far made, and of the conclusions to which the partial reports of my engineers inevitably point. In stating these conclusions, I do not expect the board to accept them without due consideration of the data upon which they are based; rather, it is my intention to state that as an attorney would open a case, confident that the evidence to be offered will abundantly sustain the claims hereby made. Briefly, then, I expect to prove to the satisfaction of this board:

“‘First. That the supplying of water to large cities by private companies has everywhere throughout the civilized world proved a failure as compared with municipal ownership of the water supply.

“‘Secondly. That the proposed contract with the Ramapo Water Company would result in the city paying an excessive price for water and that at the end of forty years the city would have absolutely nothing to show for an expenditure of about \$200,000,000, and would gradually become more and more dependent on the mercy of private interests grown enormously powerful by the aid of the municipal treasury.

“‘Thirdly. That if the contract with the Ramapo Water Com-

pany were entered into it would still be necessary for the city to expend a very large amount of money to utilize the water thus supplied.

“Fourthly. That the Ramapo Water Company could not be ready to supply the water contracted for within the time specified in the contract, and that the bond required from that company is entirely inadequate to protect the city from loss if provision is to be made in the meantime for the distribution of such water in the several boroughs of the city.

“Fifthly. That the charter of the Ramapo Water Company is void or voidable, and that it is not competent to enter into the contract in question.

“Sixthly. That the statements as to the future requirements of the city as to water have been grossly exaggerated in the report to the commissioner of water supply.

“Seventhly. That the water supply of the boroughs of Manhattan and the Bronx will be sufficient for many years to satisfy the population of those boroughs, and that with proper prevention of waste the Croton watersheds and the adjoining territory can provide a large surplus for the use of the other boroughs.

“Eighthly. That the legitimate sources of water supply on Long Island for the borough of Brooklyn have been by no means exhausted.

“Ninthly. That the board of public improvements are not empowered by law to authorize the execution of the contract in question, and that the approval of that board would not enable the commissioner of water supply to enter into such a contract.

“Tenthly. That the city of New York is in a position to expend by the issue of bonds the necessary money to provide for the extension of its water system.

“The last point being of a financial rather than of an engineering nature, there is no reason why I should not immediately state my views to the board. It has not been claimed that the city would be unable to issue bonds to provide for an extension of its water system; since, indeed, the Constitution expressly permits the issue of such bonds in excess of the limitation otherwise prescribed for municipal indebtedness. The claim has been made, however, that if the necessary bonds were to be issued for this purpose the city would be prevented by constitutional pro-

visions from issuing bonds for other highly necessary purposes. The present debt of the city is within the constitutional limit thereof, by more than twenty-two million dollars. At the next election an amendment to the Constitution is to be voted on which, if adopted, will add nearly thirty millions of dollars more to the debt-incurring capacity of the city. As this amendment has been favored by both the principal political parties of the State, there would seem to be no reason to doubt its passage. Assuming its adoption the city will enter upon the fiscal year, 1900, with the power to issue \$50,000,000 of bonds for new liabilities and not now contracted for. In addition to this, the revenues of the sinking fund will amount to more than \$15,000,000 in 1900, and will steadily increase after that year. This figure, therefore, represents the amount by which new bonds can be annually issued without any increase of the city's net debt. In order to judge the ability of the city to enter into any large scheme of public improvement, it is necessary not only to know the estimated cost thereof, but also the period of time within which payments will be required. Both of these elements cannot now be said to be definitely known—no more to the commissioner of water supply, I believe, than to myself. I hope to be able to throw light on this highly important question when the complete reports of my engineers are presented. In the meantime, however, attention may properly be called to the following facts: Prior to the construction of the new Croton aqueduct, with its appurtenant dams and reservoirs, the water supply of the city amounted to 114,000,000 gallons daily. By the construction of the new aqueduct that supply has been increased to 265,000,000 gallons daily. The expenditure required for that purpose has amounted (to August 29, 1899) to \$40,059,581.16, but that expenditure has extended over a period of sixteen years. The average annual issue of bonds has been only \$2,293,823.53, and the largest amount of bonds issued in any one year has been \$4,500,000. If the present aqueduct commissioners were to proceed to develop other additional sources of water supply it might be possible to proceed with greater speed than has been displayed in the past; but it cannot be doubted that the prosecution of such work would necessarily extend over a considerable number of years, and that the payments required to be made

by the city could be easily met as occasion required. It seems to me that the ability of the city to proceed along the time-honored and amply justified lines of municipal ownership is the only question involved in this discussion worthy of serious argument; for, if that be granted, the objections to handing the city treasury over to private interests become absolutely unanswerable. In the light of the figures herein stated, I think it will be extremely difficult to disprove the city's ability to supply its own water, and in view of the fact that, by common consent, an adequate water supply is a public need entitled to precedence over all other public improvements, it would seem that the burden of proof is on those who deny that the city is able to perform its most important governmental function. Respectfully, Bird S. Coler, Comptroller.'

"'Department of Finance, City of New York, August 28, 1899. Hon. Bird S. Coler, Comptroller. Sir—The Hon. William Dalton, commissioner of the department of water supply, in communication August 9, 1899, to the board of public improvements, sets forth:

"'1st. That the present conditions of the water supply imposes on this administration the duty of taking prompt and decisive action to remedy existing deficiencies.

"'2d. That the full normal capacity of the public water supply of the borough of Brooklyn is 93,000,000 gallons per day for a population of 1,200,000. That it has so remained for more than five years, while the population and demands have been constantly increasing. About three-fifths of the supply is obtained from flowing streams and from ponds, the other two-fifths, or about 45,000,000 per day, has to be pumped from driven wells. He states that the objections to a water supply, for a great city, from deep wells are too well known to need reiteration. The whole supply has to be pumped to a height of 170 feet into Ridgewood reservoir, and some of it to an additional height of 50 feet into the Mount Prospect reservoir, and 60 feet more into the Mount Prospect tower, in order to obtain sufficient pressure to deliver water to houses on high grounds. That, if the borough of Brooklyn is to be supplied at same rate as boroughs of Manhattan and the Bronx, 150,000,000 gallons would be required, necessitating an immediate addition of 57,000,000 gallons per day

from new sources, and if the undesirable and unreliable supply from driven wells be eliminated, we must obtain 97,000,000 gallons per day for that purpose.

“3d. In the borough of Queens, where the city owns three pumping stations in Long Island City, one at College Point, at Flushing and one at Whitestone, with systems of distributing mains, the conditions are even worse. The entire supply is obtained from deep wells, so close to the shore of East River or Long Island Sound that the pumping has to be carefully limited to prevent the drawing of an admixture of salt water. Some of the wells are in surroundings where there is constant increase in population. The wells and plant are worked to their maximum capacity and yield 3,350,000 gallons per day. That this supply is inadequate for the present population and that it would be profitable to the city and advantageous to the population to increase the supply to five or six millions, with facilities for increasing it. He proposes 6,000,000 per day, and, expecting large increase of population on account of bridges to be built he estimates the future annual increase at 20 per cent.

“4th. He says it is a mistaken idea many people entertain that the boroughs of Manhattan and the Bronx are not in need of prompt action to increase the water supply and more especially the pressure and elevation at which water can be delivered. The elevation at which it can be delivered is limited to 119 feet above mean tide, and in many localities the elevation of delivery is less. As early as 1870 it was necessary to resort to steam pumping machinery, beginning with a small pumping station at High-bridge, with daily capacity of 2,500,000 gallons. The growth in population and buildings in the high service districts has been such that the capacity of high service supply has been increased to 55,000,000 gallons by the establishment of two additional pumping stations. The demand continues to grow. In the borough of the Bronx there is yet no high service, so that the department is unable to supply houses on University heights, Morris heights, Woodlawn heights and other elevated sections, giving rise to complaints of unfair treatment, and neglect of the rights of the people for a fair water supply.

“5th. He says that in less than five years from now the water supply for Manhattan and the Bronx will be deficient in quantity

as well as in pressure or in elevation of delivery. The average daily consumption for the past six months is 265,000,000 gallons, and during hot days of June and July was 286,000,000 gallons. The combined capacity of the old and new aqueducts, and the Bronx river conduits, is 400,000,000 gallons per day. Therefore, at the present rate of increase in consumption the limit of the present water system will be in four years or less, and on an increase of 10 per cent. per annum it will be reached in less than five years. He gives the following figures to show the increase required in four and ten years, calculated at 10 per cent. (except for the borough of Queens, which is 20 per cent.)

“ ‘Borough of Brooklyn:

	Gallons.
Present supply and consumption.....	93,000,000
Increase required in four years (1903).....	43,161,000
Increase required in ten years (1909).....	168,218,000

“ ‘Boroughs of Manhattan and the Bronx:

Present supply and consumption.....	265,000,000
Increase required in four years (1904).....	122,986,000
Increase required in ten years (1909).....	422,341,000

“ ‘Borough of Queens:

Present supply 3,550,000 gallons; supply actually needed	6,000,000
Increase required in four years (at 20 per cent. per annum)	11,450,000
Increase required in ten years.....	53,000,000
Total increase required in four years.....	177,597,000
Total increase required in ten years.....	640,559,000

“ ‘This statement certainly portrays a very dismal state of affairs. In my view, it is exaggerated, in support of which opinion, I present the following figures:

“ ‘First, borough of Brooklyn:

The present population of the borough is.....	1,197,000
In 1904 the population, estimated on the basis of increase of 2.86 per cent. per annum, will be...	1,378,000
In 1909 the population, estimated on same basis, will be	1,586,931

If the borough be supplied with water in 1904, at the rate of 100 gallons per capita, the amount required will be.....	137,800,000
In 1909 at the same rate per capita, the amount required will be.....	158,693,000
This would give an increase over present supply, 93,000,000, in 1904 of.....	44,800,000
And in 1909 this increase would be.....	68,693,000
The increase in 1909 as given by the commissioner is	168,218,000
Difference	99,525,000
With the increase for 1909, named by the commissioner, 168,218,000 over the present supply of 93,000,000, there would be daily supply of.....	261,218,000

“Such a daily supply to the estimated population of 1,586,931 would be at the rate of 158 gallons per capita.

“Second, boroughs of Manhattan and the Bronx:

The present population is.....	2,107,426
In 1904 the population, estimated on the basis of 2.86 per cent. increase per annum, will be.....	2,426,525
In 1909, calculated on same basis, it will be.....	2,794,117
In 1904, if these boroughs be supplied with water at the rate of 100 gallons per capita, the amount required will be.....	242,652,500
In 1909, at the same rate per capita, the amount required will be.....	279,411,700
At this rate of supply, 100 gallons per capita, the amount required in 1904, will be 22,347,500 gallons per day less than is now being supplied, the present rate being 125 gallons per capita, and daily supply 265,000,000 gallons. In 1909, at the same rate of supply, 100 gallons per capita, the increase required over present supply of 265,000,000 would be.....	14,411,700

The commissioner's estimate of the increase required in four years (1904), viz.: 122,986,000 added to the present consumption 265,000,000 would give for the daily supply in 1904..... 387,986,000

“Which would be at the rate of 160 gallons per capita.

Adding the estimated increased amount given by the commissioner as necessary in 1909, viz.: 422,341,000 gallons to the present supply of 265,000,000 gallons, would give for the estimated amount necessary in 1909..... 687,341,000

“Which, with the estimated population of 2,794,117, would be at the rate of 245 gallons per capita.

Third, Borough of Queens:

The present population of the borough is..... 134,500
 In 1904, the population, estimated on the basis of 2.86 per cent. increase per annum, will be..... 154,864
 The population in 1909, calculated on the same basis of increase, will be..... 178,312

“The commissioner expects some extraordinary increase when the contemplated bridges shall have been erected, an item too indefinite to be considered here.

The present supply of 3,350,000 gallons per diem, being at the rate of 25 gallons per capita, being considered entirely inadequate, the commissioner gives, as at present needed, per diem... 6,000,000

“Which would be at the rate of about 44 gallons per capita.

In 1904, at 100 gallons per capita, the required supply would be, with population of 154,864... 15,846,400
 In 1909, at same rate, the required supply would be..... 17,831,200

“The commissioner's estimated increase in four years 11,450,000 gallons, giving a total supply of 17,450,000 gallons, would be at the rate of 114 gallons per capita. With his estimated in-

crease of 53,000,000 gallons in ten years, the supply would be 59,000,000 gallons per diem, and the rate would be 330 gallons per capita.

“ ‘ Summary:

1st. The commissioner estimates the total increase required in four years (1904) at..... 177,597,000

“ My estimate to 1904, based on a per capita supply of 100 gallons per diem, is as follows:

For the borough of Brooklyn..... 44,824,400

For the Boroughs of Manhattan and Bronx.....

“ ‘ Present supply is 22,347,500 gallons in excess.

For the borough of Queens..... 12,136,400

Total 56,960,800

Less the amount the present supply is in excess in the boroughs of Manhattan and Bronx..... 22,347,500

Total increase 34,613,300

Difference between the commissioner’s estimate and mine 142,983,700

2d. In ten years (1909):

The commissioner’s estimate of total increase in ten years is..... 640,559,000

“ My estimate of increase to 1909 is:

For the borough of Brooklyn..... 65,693,000

For the boroughs of Manhattan and Bronx..... 14,411,700

For the borough of Queens..... 14,481,200

Total 94,585,900

Difference or excess of commissioner’s estimate over mine 545,973,100

“ ‘ The above figures establish, beyond dispute, that the alarming statement of the commissioner that ‘ in less than five years from now the water supply for Manhattan and the Bronx will be deficient in quantity,’ is not based on reliable data. The

greatly exaggerated amounts come from taking as the basis of calculation for increase 10 per cent. per annum, and for the borough of Queens 20 per cent. per annum, while the increase of population is only at the rate of 2.86 per cent. per annum. My calculations are based on a supply of 100 gallons per capita per diem, up to 1909.

The total amount of water required in 1909, based on this rate, and on the estimated population, being in the borough of Brooklyn.....	158,693,100
And in the boroughs of Manhattan and Bronx....	279,411,700
And in the borough of Queens.....	17,831,200

Total	455,936,000
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And the supply from Brooklyn being.....	93,000,000
And the supply from Manhattan and Bronx....	400,000,000
And the supply from Queens.....	3,350,000

Total	496,350,000
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There would be an excess of supply over demand in 1909 of	40,424,000
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In 1915 the population of the borough of Brook- lyn, estimated on the rate of 2.86 per cent. in- crease per annum, will be.....	1,379,477
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The supply of water required, calculated at the rate of 75 gallons per capita per diem, would be	140,961,000
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The population of the boroughs of Manhattan and the Bronx, estimated on same basis, will be...	3,342,041
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The supply of water required, at 75 gallons per capita per diem, would be.....	250,653,000
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The population of the borough of Queens, cal- culated at same rate of increase, will be.....	211,184
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The supply of water required, at 75 gallons per capita per diem, would be.....	15,839,000
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Total amount required.....	407,453,000
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The present supply given above amounting to...	496,350,000
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Would leave a surplus of	88,897,000
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“Showing that if no provision be made for increasing the water supply before the year 1915, we could still supply for that year, and for some years later, the boroughs of Brooklyn, Manhattan and the Bronx and Queens at the rate of 75 gallons per capita per diem. It might be well at this time to discuss the matter of waste of water. It is not essential to refer to the present large consumption, amounting to 125 gallons per capita per diem, for the reason that up to this time there has been no necessity for restriction, the supply from the Croton and the Bronx and Byram rivers, being greatly in excess of any demand that could be made upon it. The open waste of water in various ways can be restrained by watchfulness on the part of city officials, but the great and uncontrollable waste, under the present conditions, is that which occurs in dwelling houses. There is absolutely no control over it, and any one recalling the waste he sees in his own home must be aware that it is very great. The only remedy that has been devised for this waste is the adoption of the meter system by which the occupant of each house, without being restrained as to quantity, would pay for exactly the amount used, the same as he does for gas or anything else. The exercise of economy on his part would lead to a large saving in the water supply. At the present time meters can only be placed in certain locations where large quantities of water are used. In the course of time, in my opinion, meters should be required. In the report of the Aqueduct Commissioners for 1895, in Table No. 13, the average daily flow of the Croton river, from 1870 to 1894, is given as 400,157,703 gallons, the lowest average for any one year being in 1880, 250,406,275 gallons, and the daily average flow for the dry months, so-called, are as follows:

For May	372,648,760
For June	201,850,700
For July	147,539,060
For August	230,780,386
For September	206,070,152
For October.....	344,402,612

“To meet the requirements during these dry months and periods of drought the following storage reservoirs have been constructed, or will have been constructed in due time:

1st. Total storage in connection with the old works, including Central Park, Boyd's Corners and Middle Branch reservoirs.....	9,541,000,000
2d. Amawalk (or Muscoot) reservoir.....	7,000,000,000
3d. Double Reservoir "1" in Brewster, East Branch (or Sodom) and Bog Brook reservoirs..	9,028,000,000
4th. Carmel Reservoir "D".....	9,000,000,000
5th. Titicus Reservoir "M".....	7,167,000,000
6th. New Croton Dam reservoir.....	32,000,000,000
7th. Jerome Park reservoir.....	1,500,000,000
Total	75,236,000,000

“The last two reservoirs are in course of construction and their completion may certainly be expected before 1903. This storage may be, and ought to be, increased, but the amount given above is sufficient to supply 400,000,000 gallons per diem for 188 days, or over six months. In years of great and continued drought it would be insufficient. The daily supply received from the Bronx and Byram river systems amounts to about 20,000,000 gallons. The storage reservoirs of this system contain about 3,500,000,000 gallons. Since the opening of the new aqueduct water has been supplied ad libitum, for the reason simply that there is an abundant supply, and no occasion has arisen for limiting it in any way. The present rate of 125 gallons per capita is a very large one. I consider 100 gallons per capita per diem a very full allowance. In the matter of the supply in the borough of Brooklyn, I cannot do better in this report, the time being so short, than to quote from the report of Hon. Alfred T. White, commissioner of city works, city of Brooklyn, dated January 31, 1896. This report was made after an elaborate examination of the subject of “possible sources of future water supply of the city of Brooklyn.” He says: “In prefacing these reports it seems proper to say at once that there is no lack of available water supply within reach. The questions relate to cost rather than to quantity. The special problem which the engineers have undertaken to solve is the determination of several sources from which a minimum additional supply of 100,000,000 gallons can be had. There is, fortunately,

no need to make in haste a final conclusion on the facts presented, while consideration of plans cannot be postponed long with safety. These studies have been made purposely at a time when present needs are fully supplied and those of the immediate future provided for, so that plans may have calm deliberation, that statements have been weighed, that further facts may be elicited, and that the city may find itself in some hour of need at the mercy of a combination of capitalists and speculators. The present watershed—whose capacity when fully developed is estimated in Engineer de Varona's report at 114,000,000 gallons—should suffice certainly for six and probably for eight years with a good management and at the present rate of growth of population and of consumption per capita. Of this amount 76,000,000 gallons was realized during 1895, a little over twenty millions more will be had from works under contract for completion this year, and the remainder, say eighteen million gallons daily, will remain for future development as needed. These figures will be increased by whatever additional supply will be secured from deep well sources originating beyond our present watershed, from which we already have evidence that at least five million gallons may be had. The proposed addition of one hundred million gallons from other watersheds, figured under the same conditions, would suffice for twenty years' growth after the period for which the present shed will serve."

"The report does not indicate any necessity for immediate action. In Table No. 3 accompanying the report is given an estimate of the cost of the work of bringing a supply of 100,000,000 gallons per diem from the Ten Mile river, amounting to the sum of \$18,682,302, and in Table No. 4 the estimate of the cost of the Ramapo river plan is given, amounting to the sum of \$14,930.206.

"Commissioner Dalton says: "In respect to the boroughs of Manhattan and the Bronx your board received in June of last year a communication or petition from the New York Board of Fire Underwriters making a most forcible appeal for a larger water supply which can be brought to the city at such elevation, or under such pressure, that it can be delivered through the distributing mains, and in houses to the top story of every build-

ing, except the very high office and business buildings, without the necessity of pumping, either by the city, at the high-service stations, or by the owners of tenants of buildings." He also states that prior to 1883, when the plans for the new Croton aqueduct had been made, and its construction assured, a merchants' committee, composed of prominent citizens, appointed at a mass meeting of business men, petitioned the legislature for the enactment of a law that would enable the city to obtain by contract a supply of pure and wholesome water from the mountain streams and lakes west of the Hudson river to supplement the Croton system. He says these eminent citizens evidently foresaw the inadequacy of the Croton, Bronx and Byram river systems would always lack the element of giving sufficient elevation of delivery for the extinguishment of fires and to do away with private pumping in houses. The petitioners pointed to the mountain region west of the Hudson river as the best, most reliable and most economical source of water supply. The commissioner visited the territory and expresses in the highest terms his satisfaction with it. The section of the Catskill mountains which was examined embraces the valley of the Esopus creek, the upper waters of the Schoharie creek and the headwaters of the east branch of the Delaware river, and he says it presents the very great advantage of a large number of natural sites for storage reservoirs which can be made available with comparatively small cost for the construction of dams, sluices, etc. He states that the aggregate area of the watersheds is over 1,400 square miles; that the rainfall is fifteen per cent. greater than in the Croton watershed; the population is not more than ten to the square mile; that the geological and topographical features assure a larger yield than could be obtained from a potable water supply in a less mountainous, more populated and more agricultural territory, such as the Croton watershed; that all these conditions confirm the estimate that these watersheds are capable of furnishing ultimately a daily water supply of 900,000,000 gallons of the purest quality which can be obtained anywhere in the State of New York. The commissioner then discusses the other sources for an additional supply which have been suggested from time to time—the Ten Mile river, Lake George, Lake Ontario, the Adi-

rondacks—and condemns them all, saying: “The facts again demonstrate the superiority.” He then considers the question of cost, and time within which a large addition to the water supply can most speedily be obtained. As to the question of time, in the event of undertaking the acquisition of lands and the construction of the dams, reservoirs, tunnels and conduits to convey the water to the distributing mains in the city, he describes with minuteness the processes which would have to be gone through with, and concludes “that under the most favorable circumstances the city could not accomplish the completion of the necessary works of construction and all the other incidental measures in a shorter period than seven years.” As to the question of cost he says: “If the city undertakes the work itself, it must build so that the addition to the water supply shall be secured for a series of years after the completion of the works, which means that it must build reservoirs and conduits of sufficient capacity to guarantee an additional supply of not less than 600,000,000 gallons per day; and must be ready to make bond issues to an amount of not less than \$70,000,000, and possibly \$100,000,000. This great municipality is confronted with a financial condition which makes such bond issues, for water supply purposes alone, impossible, unless it be done with the exclusion of all other necessary improvements, which are payable from bonds, such as parks, schoolhouses, bridges, etc. These considerations as to cost and time lead me to the presentation of the recommendation which I will now make, and in making it I desire to again emphasize the seriousness of the situation, which makes time precious and prompt action imperative.” He then says it is not necessary that the city commit itself to a bond issue, or that it shall incur any expenditure. That private capital stands ready to construct the works and furnish the water without obligation or cost to the city, except to pay for the water when delivered. That a proposal has been presented by a responsible company to furnish the needed water supply at a pressure due to an elevation of 300 feet or more, if desired, above tide level. That by act of legislature the company is authorized to contract with the city of New York to furnish such a water supply. That the proposal is to deliver to the city at its northern limit not less than 200,000,000 gallons

of water per day within five years from the date of the acceptance of the proposal at \$70 per million gallons. That the company has taken all necessary legal steps to secure this water supply and such additions to it as the city will need above 200,000,000 gallons per day, as the watersheds of the Hudson highlands and part of the Catskill mountains can yield. That he is satisfied of the competency and reliability of the company to carry out this proposal and also that under existing conditions it will be advantageous to accept it. That the company is not seeking a municipal franchise. He then submits "for approval by the board a contract with the Ramapo Water Company, on the basis of the company's proposal, and approved as to form by the corporation counsel." A condensed statement of the terms of this proposed contract is as follows:

"First. The Ramapo Company shall furnish by the gravity system of transmission, water to be taken from the Esopus and its tributary watersheds, and delivered at the rate of \$70 per million gallons.

"Second. No water shall be drawn by the company from any stream or lake, the surface of which is less than 420 feet above mean tide level, and all water supplied shall be of greater purity than that from the Croton and Long Island sources of supply, as shown by the official analyses of the Croton and Long Island water for the last year, as compared with a like analysis of the Ramapo water.

"To THE CITY LINE ONLY.

"Third. The Ramapo Company agrees to furnish at the northern boundary line of the city a daily supply of 200,000,000 gallons of water for forty years, beginning in 1902, subject to the right of the commissioner of water supply 'to reduce the quantity of such supply to such number of gallons as to his judgment may be required upon notice thereof to the party of the first part, except as hereinafter otherwise excepted, conditioned and provided:

"Fourth. The Water Company agrees to construct and maintain its works without liability to the city other than the payment of \$70 for each 1,000,000 gallons of water supplied.

“ ‘Fifth. The city of New York agrees to accept such water as it may require not exceeding 200,000,000 gallons daily, and to pay \$70 for each 1,000,000 gallons.

“ ‘Sixth. The city of New York authorizes the company to act as its agent and representative in doing whatever may be necessary in fulfilling its contract, providing that the city shall not be liable for any expenditure in connection therewith.

“ ‘Seventh. It is agreed that the city shall accept such amount of water as the company may be able to supply before the close of 1892, when the full supply shall be available.

“ ‘PROVISIONS FOR DELAY.

“ ‘Eighth. The Water Company may delay the delivery of the full supply during any period that its work may be delayed by injunctions, strikes or other causes not within its power to overcome.

“ ‘Ninth. Failure to deliver water because of accident after the commencement of delivery shall not invalidate the contract, and if the company, by reason of accident, cannot deliver 200,000,000 gallons daily, the city shall pay only for the amount delivered.

“ ‘Tenth. It is agreed that the contract may be modified, altered or amended hereafter in such manner as the parties may deem to be necessary or desirable.

“ ‘Eleventh. The Water Company agrees that its employes shall not be required to work more than eight hours a day, except in cases of sudden emergency, and that they shall receive the legal rate of wages. Referring to the figures which I have presented in this report, it appears that:

	Gallons.
In 1904 the consumption of water in the boroughs of Manhattan and the Bronx, Brooklyn and Queens, estimated at the rate of 100 gallons per capita per diem, to a population estimated at an increase of 2.86 per cent per annum, will be...	395,963,000
And the supply will be.....	496,350,000
Making the excess of supply over demand.....	100,387,000

In 1909 the consumption in the same boroughs will be, per diem.....	455,936,000
While the supply will be.....	496,350,000
Making the excess of supply over demand.....	40,414,000
From the figures I have given it also appears that in 1915 the consumption in the same boroughs, calculated at the rate of 75 gallons per capita per diem, will be.....	407,453,000
While the supply will be.....	496,350,000
Making an excess of supply over demand of.....	88,897,000

“‘There is therefore, no question of sufficiency of supply in 1904, or 1909; nor that a lower and fair rate of supply could be furnished in 1915, and, consequently there is no need of excessive haste in this important matter. As to the proposed contract, I think it should be opposed for the following reasons:

“‘1. That the city does not stand in need at present of any additional water supply, and will not require such additional supply for some years to come.

“‘2. That it is essential for good administration of the water supply system that the city should have absolute ownership and control of all the property, works and appurtenances connected with such system.

“‘3. That there is sufficient time in which the city may, through the prescribed channels, in conformity with the law, acquire the property and rights necessary for obtaining water from any watershed or sheds, which, after full and proper investigation, shall be selected.

“‘4. That the Ramapo Water Company is not engaged in the “business of supplying or selling water,” but only in making arrangements for doing so when promise of custom can be secured.

“‘5. That from an actual examination of the watersheds proposed, and the plans of the company, made by Mr. George I.

Rice, Consulting Engineer, it appears that the Esopus river is a mountain stream, with excessive flows in times of heavy rains, but small regular flow—necessitating extensive reservoirs—and that the reservoirs provided would not exceed in capacity over twelve billions of gallons, sufficient for a daily supply of 200,000,000 for only 60 days in a dry time—and that therefore the supply of 200,000,000 per diem could not be furnished.

“‘6. That the contract, extending over forty years, prescribes no manner of measurement of the water to be delivered.

“‘7. That the city of New York agrees to authorize the said Water Company to act as the agent and representative of the city, so far as it may lawfully do so, in doing whatever may be necessary for the fulfillment of the contract. Such an authorization to a contractor I consider extremely injudicious. Respectfully, Eug. E. McLean, Engineer.’

“‘J. James R. Croes, M. Am. Soc. C. E.; M. Inst. C. E. Morris Building, No. 68 Broad street, New York city, August 28, 1899. Relating to the New York water supply. To the Hon. Bird S. Coler, Comptroller of the city of New York. Sir: I have the honor to submit the results of the examination I have made under your instructions of August 17, with reference to the present condition of the New York city water supply, and the measures necessary to insure the continuance of a sufficient supply to the city, with especial reference to the recommendation made by the Hon. William Dalton, commissioner of water supply, that a contract be made with the Ramapo Water Company to furnish water to the city.

“THE SOURCES OF SUPPLY.

“The boroughs of Manhattan and the Bronx are supplied with surface water from the Croton, Bronx and Byram rivers. The borough of Brooklyn and Queens are supplied from surface and underground waters on Long Island. The yield of the Bronx and Byram rivers is about 15,000,000 a day. With the existing provisions for storage, this amount can be depended on from those streams. The present consumption of water in the Manhattan

and Bronx boroughs being about 265,000,000 gallons a day, there is needed from the Croton river an average supply of 250,000,000 a day or 7,600,000,000 gallons a month. The flow of the Croton river, as shown by the following statement furnished me by the chief engineer of the aqueduct commission, has varied, during the last eight and a half years, between 540,000,000 gallons and 46,280,000,000 gallons a month. These fluctuations make it necessary to store the water of periods of large flow for use during periods of small flow.

Table I.—The monthly yield of the Croton river in millions of gallons.

MONTH.	1891.	1892.	1893.	1894.	1895.	1896.	1897.	1898.	1899.
January	40,171	29,750	9,954	10,408	20,059	12,100	11,841	22,183	24,250
February	33,665	9,015	19,210	12,610	6,113	25,426	14,789	28,767	17,076
March	25,684	12,307	42,359	30,626	22,704	46,380	20,805	19,456	44,411
April	17,007	8,332	20,940	14,345	24,755	17,889	14,526	13,004	24,044
May	5,236	9,496	35,582	11,015	7,820	5,110	15,904	29,884	6,890
June	3,682	6,745	5,643	8,685	2,885	5,666	8,745	10,940	2,942
July	2,343	4,120	2,368	2,664	2,558	5,020	16,934	3,983	6,886
August	1,847	5,264	4,239	4,192	3,654	4,479	17,915	16,634
September	2,209	3,002	3,103	3,354	540	3,842	5,712	5,764
October	2,399	969	6,863	4,410	2,356	5,160	3,297	5,799
November	3,782	9,274	12,210	19,809	4,843	10,185	8,196	14,280
December	9,611	8,664	24,185	15,083	7,653	7,924	16,512	21,810

“The storage reservoirs which have been constructed and are now available for use contain 41,736 millions of gallons. On inspection of the tables of flow, it appears that in 1891 there was a period of seven months, from May to November, during which the aggregate flow of the river amounted to 21,497 million gallons. At the present rate of consumption, there would be used during that period 53,200 million gallons. That is, 31,703 million gallons of stored water would be drawn, and there would still be about 10,000 million gallons left in storage. Again, in a season like that of 1895, the flow for eight months aggregated 32,309 million gallons. The consumption at the present rate would be 60,800 million gallons, requiring a draught of 28,401 million gallons of stored water, leaving 13,245 million gallons in storage. It may be assumed, therefore, that at the present rate of consumption the margin of safety on the storage capacity is from one to two months, provided that no season drier than that of 1891 occurs. But the rate of consumption is not stationary. Since 1892 it has been steadily increasing at the rate of 7.5 per cent. per annum. At this rate of increase it will amount to 307 million gallons a day in 1901, and the draught from Croton river will be 292 million gallons a day, or 62,488 million gallons in seven months, requiring 40,991 million gallons of stored water to be drawn, thus practically exhausting the supply, in such a year as 1891. There is here not only no margin of safety, but a distinct element of danger, because there may well be expected at some time a drier season than that of 1891. In fact, such dry seasons occur about every ten years, so that it may be confidently asserted that there is a probability, amounting almost to a certainty, that before the storage reservoir created by the new Croton dam can be completed, there will occur a deficiency in the supply of water to the Manhattan and Bronx boroughs, if the present rates of consumption are continued. When the new Croton dam and the Jerome park reservoir are completed, which will probably be in 1902, there will be a storage capacity of 75,236 million gallons, which will insure a capacity of daily supply of about 290 million gallons a day, but more than that amount cannot be depended upon from the Croton watershed without the construction of additional storage reservoirs, and but little even with them, so that if the consumption is permitted to increase as it has for the last eight

years, an additional supply will be needed immediately following the completion of the works now in the course of construction. The present consumption in the borough of Brooklyn is about 94 million gallons a day. During the last six years the annual increase in consumption has been at the rate of 6.1 per cent. per year. It is conceded that the present sources of supply are utilized to very near their limit and that an additional supply is needed as soon as it can be procured. The officials in charge of the water supply of New York city and Brooklyn have not been unmindful of these facts. The aqueduct commissioners of New York have endeavored without avail to have authority granted to them to make examinations of sources of supply outside of the Croton watershed, and the late commissioner of water supply in Brooklyn had, in 1896, examinations made as to the feasibility of supplying more water to Brooklyn both from Long Island and from Ten Mile river, a tributary of the Housatonic, lying north of the Croton watershed. The practicability of securing a supply of at least 100 million gallons a day from the Ten Mile river and conducting it either direct to Brooklyn or discharging it into the storage reservoir in the Croton watershed was clearly established. The cost of the latter plan I estimate from data furnished by the engineer's report to be about \$7,000,000. It was also shown that an additional supply of 100 million gallon a day for Brooklyn could be procured from Long Island for about \$24,500,000. These reports and the plans and estimates accompanying them are on file in the bureau of water supply. It is now recommended by the commissioner of water supply that a contract be entered into with a private corporation to furnish a supply of 200 million gallons a day for forty years, from the watershed of Esopus creek, 81 miles distant from New York, at a stipulated price per million gallons. No plans or specifications of the work accompany the form of contract recommended.

“THE SUGGESTED PLAN FOR RELIEF.

“In considering the suggested plans for relief of the present condition of affairs, the first thing to be examined is the time needed to introduce a new supply. The Ten Mile river plan for furnishing 100,000,000 gallons a day to the Croton watershed will involve the building of two reservoir dams and the construction

of about twelve miles of tunnel. This could be accomplished in three years. The Ramapo Water Company's plan for introducing 200,000,000 gallons a day at the northern line of the city will, according to the statement of the company's chief engineer, involve the building of at least fifteen reservoir dams and the laying of two lines of steel pipe 8 feet 3 inches in diameter and 81 miles long, including a crossing of the Hudson river near Peek-kill, where there is 85 feet of water. This pipe would require about 416,000 tons of steel plate of an average thickness of three-fourths of an inch. For crossing the Hudson river a tunnel about 4,500 feet long under the river bed through material of an unknown character is proposed. The proposal of the Ramapo Water Company, as stated by the commissioner of water supply in his communication to the board of public improvements, is to complete the work in five years from the signing of the contract. No copy of this proposal has been made public. In the form of contract submitted, it is stated that the water will be furnished by the — day of —, 1902. There is a discrepancy between the commissioner's statement and the form of contract. It would be impossible to complete the work by 1902. It may be possible to introduce the water in five years after the beginning of the work of construction provided that the progress of the work is not interfered with by "any injunction or legal proceedings or by strikes of workmen," which, under the terms of the contract, operate to defer the time for the delivery of the water "at the option of the company." Moreover, the Water Company is not, in my opinion, prepared to enter on the work of construction at once. No definite plans have been prepared or specifications drawn for any part or items of the work. The exact location and height of none of the dams have been determined, and, so far as I can learn, no test-pits, borings or soundings have been made elsewhere. A large amount of surveying has been done and numerous land maps filed in the county clerk's office showing lands which may be required to be taken. Little engineering work has been done, so far as I can ascertain from the verbal statements of the company's chief engineer, and no plans, specifications or descriptions of the several parts of the work are on file in the office of the chief engineer of the water department, or have been shown to me at the company's office.

Under the most favorable conditions, a year's work of engineering study is requisite to put the work of construction in position to be begun. To furnish a portion of the 200,000,000 gallons a day supply, to Brooklyn, there would have to be constructed by the city, in addition to the company's work, fifteen miles of conduit pipe from the northern boundary of New York city to Brooklyn, including the crossing of the East River. I am of the opinion that it would take twice as long to introduce the water from Esopus creek as to procure a supply from the Ten Mile river and that the Brooklyn and Queens supply could be procured from Long Island in at least as short a time as it can from Esopus creek. The next question to be considered is the relative cost of the projects. As before stated, I have made an estimate of the cost of introducing a supply of 100,000,000 gallons a day into the Croton watershed from Ten Mile river, based upon data obtained from the report of W. E. Worthen, C. E., of January 24, 1896. I consider \$7,000,000 a liberal estimate of the cost of this work. The annual interest on city bonds for this sum at $3\frac{1}{2}$ per cent. would be \$245,000. The annual charge of 100,000,000 gallons a day, or 36,500,000,000 gallons a year, under the contract with the Ramapo Water Company recommended by the commissioner of water supply would be \$2,555,000. For 100,000,000 gallons a day supplied to Brooklyn from Long Island, on the plan recommended by Mr. I. M. de Varona, in his report of January 27, 1896, the cost of the work being \$24,500,000, the annual interest on city bonds would be \$857,500, and the annual cost of operation of pumping stations \$313,516, a total of \$1,171,016. The annual cost of 100,000,000 gallons per day supplied by the Ramapo Water Company under the proposed contract at the northern limit of the city would be \$2,555,000. To this must be added the interest on the cost of a pipe conduit from the northern line of the city to Brooklyn (at a cost of \$1,500,000), \$52,500, making a total annual cost of the 100,000,000 gallons \$2,607,500. It would appear, therefore, that the annual charges for 200,000,000 gallons a day additional supply would be: If furnished by the Ramapo Water Company, \$5,162,500. If furnished by works built by the city, \$1,416,016. The cost, therefore, to the city of taking water from the Ramapo Water Company would be about three and one-half times as great as the cost of the same amount of water from works constructed by the city in less time.

“‘HEAD OF WATER.’

“‘It has been urged that the new additional supply of water should be furnished at an elevation of 300 feet above tide level so as to give greater pressure in the mains over the whole city and enable the high service district to be supplied without pumping. It would not be possible to supply the same district in the city with water from both sources, the present and the new. If the water furnished under the additional head were used to increase the head in the low lying district, the high service districts would still have to be supplied by pumping as at present. If the high pressure supply were used for supplying the high service districts there would have to be three separate districts of distribution—the high service district using 60,000,000 gallons a day, the Croton supply district using 290,000,000 gallons a day, and the intermediate district using 140,000,000 gallons a day of the new high service water supply. It would undoubtedly be an advantage to portions of the city to have a greater pressure in the mains than can now be maintained. Whether it is possible to put the greater pressure on the pipes in the lower part of the city below Forty-second street is very doubtful. The quantity of water drawn through the pipes at the present time is so great and out of proportion to the number of consumers and is moreover increasing so rapidly and out of proportion to the increase of population that it cannot be attributed to any other cause than defects in the distribution system. Any system of pipe distribution is subject to deterioration. The rate of this deterioration per annum is very light during the first twenty or thirty years of the life of the pipes, but after that period increases in a rapidly increasing ratio. Cracks will occur in pipes, pipes will become corroded until small orifices occur through which water escapes, and joints will leak from settlement or other causes, producing a large discharge of water into the ground, but not sufficient to show at the surface unless a break actually occurs. This underground leakage, which is not visible at the surface, takes a large amount of water out of the pipes and causes an apparent increase in consumption, which is really nothing but an increase of waste due to the natural progress of the deterioration of the pipes. This view of the matter is in accordance with the experience of all large cities, and in this instance is sustained by

the consideration of the facts as they exist in New York and Brooklyn now. The main portion of the New York distribution system below Forty-second street is now 57 years old. The increase of population of the city is at the rate of 2.7 per cent. per annum. The increase of consumption of water is at the rate of 7.5 per cent. per annum, or 4.8 per cent. greater than the increase of population. The water works of Brooklyn are 40 years old. The rate of increase of population is 3.6 per cent. per annum and the rate of increase of consumption of water is 6.1 per cent. per annum, a difference of 2.5 per cent. per annum. This indicates that the rate of increase of consumption increases with the life of the pipe system. The actual consumption of water in New York city at this time is nearly double what is required for all legitimate purposes, and reasoning from analogy and from the experience of other cities, this excess of consumption is due mainly to the deteriorated condition of the older portions of the distribution system. To increase the head of water on this deteriorated and leaky distribution service would increase the waste and hasten the deterioration. The remedy for this condition of affairs is to be found in the systematic inspection and repairing of the distribution system, particularly in the lower part of the city, and there is no reason to doubt that such an inspection systematically and scientifically undertaken would result in a very great diminution of the waste and consequently an apparent increase in the amount of water supply to the city. In making provision for an increased supply, the first step, therefore, is to stop the flow of water into the ground from the pipes, which would have a more certain and durable effect than the impounding of additional water above the Croton dam.

“THE CONTRACT WITH THE RAMAPO WATER COMPANY.”

“It is proper that I should call your attention to some of the provisions in the contract recommended for execution by the commissioner of the water supply. The Water Company is to furnish water from Esopus creek and its tributary and connecting watersheds. A general map drawn on a small scale, which was furnished me by the chief engineer of the Ramapo Water Company, indicates, as the source of supply, the watershed of Esopus creek, of about three hundred square miles area,

with six storage reservoirs, and the watershed of Catskill creek, of about three hundred square miles area, with four storage reservoirs. The chief engineer of the Water Company stated to me orally that it was proposed to construct fifteen storage reservoirs in the Esopus watershed. The limited time within which it was necessary to make this report precluded the possibility of my making a personal inspection of the proposed watersheds. Such inspection was deputed to Mr. George S. Rice, whose report you have, and from which it appears that the number and character of the storage reservoirs possible to be constructed in the Esopus watershed has been largely over-estimated by the company, so far as can be ascertained at this time. The area of watershed tributary to the point of intake for the pipe line to the city is apparently much less than is represented by the company. The character of the watershed of the Esopus creek is such that a very large storage capacity will be needed to utilize the mean run-off. It is rocky and precipitous, and the rain water runs off very rapidly. There can be very little underground storage, producing a large average flow in the streams, and to collect the rain water for gradual distribution, as the source of water supply, the storage reservoirs must be very large, and, moreover, the dams must have long spillways, involving a large amount of masonry construction. Of several reservoir sites examined, only one, that at Olive Bridge, has a rocky foundation visible in the bed of the stream. The depth to which the foundations of the other dams would have to be carried is unknown. The eighth paragraph of the contract relating to the deferring of the time for the delivery of water at New York, at the option of the Water Company for a period equal to the time that the Water Company may be interfered with in the construction of the works, by legal proceedings, has been already referred to in this report. It practically places the time of delivery of the water at the will of the company. Section 10 of the form of contract provides that "This contract may be modified, altered or amended hereafter, in such manner as the parties may deem necessary or desirable." This practically annuls the whole contract. No provision is made anywhere in the contract for inspection or supervision of the plans, the character of the materials used, the mode of execution of the work or the preservation of the purity of the

water, by the city of New York during the whole time of the contract. With reference to the character of water to be supplied, the only provision is in the second clause of the contract, that such water shall be of greater purity than the water now supplied to the city of New York, as shown by the average of the analysis of such water made during the past year, as compared with the average of a year's analysis of the water to be furnished. The water might be seriously polluted for a month at a time, but if the average of the year's analysis showed well there would be no redress for the city. At the end of forty years the city use of and interest in the supply would cease, unless the Water Company chose to renew the contract. If there were no other objectionable features in the project, these, I think, show that it would be contrary to public policy to execute it.

“ CONCLUSIONS.

“ The time allowed for the investigation of this subject has been too brief to permit of as thorough a study of the subject as should be made, but from such examinations as have been made, I am of the opinion that the first step toward the increase of the supply of water available for use by the citizens of New York and Brooklyn should be a systematic investigation into the sources of waste, and a repression of such waste, which, judging from the experience of other cities, would result in an increase of from 50,000,000 to 100,000,000 gallons a day available for use at once. Second, the authority should be conferred upon the officials in charge of the city water supply to investigate other sources of supply from the Croton river, and to proceed with the construction of works which would furnish within the next six or seven years an additional supply of at least 200,000,000 gallons a day, and probably an equal amount within the next ten years should be provided for. Any such works should be controlled, owned and constructed by the city of New York and not by private corporations, over which the city has no control. All of which is respectfully submitted. J. J. R. Cross, Consulting Engineer.”

“ New York City, N. Y., August 29, 1899. Hon. Bird S. Coler, Comptroller. Dear Sir—In accordance with your request I have examined the Esopus creek in Ulster county, N. Y., as a source

of water supply by the Ramapo Water Company for the city of New York and recommended in a communication made by Hon. William Dalton, commissioner of water supply, dated August 9, 1899. The Ramapo Water Company has placed on file in Ulster county, sixteen locations for storage basins, situated on Rondout and Esopus creeks and their tributaries. The maps of these reservoirs have been filed and in almost all cases the dams have been located and the flow-lines of the reservoirs shown on the plans. These reservoirs are named as follows: Glenerie, Katrine, High Falls, Napanoch, Sandburg, Beer Kill, Palen, Ver-nooy, Atwood, Olive, Boiceville, Cold Brook, Phoenicia, Shand-aken, Big Indian and Lake Hill. The first nine of these reservoirs are so situated that they cannot be used in this scheme for storage purposes on account of the locality in which they are situated or the low altitude, which is insufficient to obtain an elevation of 300 feet above tide at the New York city line, such being the elevation mentioned in the report of the commissioner of water supply. The Olive reservoir is situated on Esopus creek, and lies below the village of Shokan in the town of Olive. The dam is located a short distance above Olive Bridge, and the flow-line has an elevation of 500 feet above the level of tidewater; the dam at this place is proposed to be 500 feet long, and the foundation would probably be on rock in all its parts, as the ledge croppings show on both sides of the river and in its bed. This dam has a drainage area of something less than three hundred square miles and of necessity would be built of masonry, as the overflow must be nearly the full length of the dam in order that it may take care of the heavy rainfalls. This reservoir would flood the country at about the same elevation as the railroad bridge at Broadhead Station where the rails are about twenty-one feet above the bottom of the stream, and would impound an amount less than two thousand million gallons of water. The height of the flow-line is practically limited by the village of Shokan, which lies directly above the reservoir, and if any greater depth should be added to the reservoir it would create a large amount of shallow flowage and at the same time destroy the village for residential purposes. This reservoir is about two miles long and varies in width from 500 to 2,100 feet.

“The next reservoir, as proposed, is located a little more than half a mile below the Boiceville station on the Ulster and Delaware Railroad. The dam would be about fourteen hundred (1,400) feet long and have an elevation of flow-line of about six hundred and fifty (650) feet above tide. Earth and boulders show on the two sides of the valley, and the bed of the river shows sand, gravel and boulders. This reservoir is about two (2) miles long, having its storage capacity principally in the lower mile of length, the upper mile being confined to a large extent to the river section and not flooding the railroad as it does on the lower portion. The capacity of this reservoir is less than two thousand and seventy-five millions of gallons.

“The next reservoir, which immediately joins the Boiceville reservoir, is the Cold Brook reservoir. Its proposed dam is at Cold Brook station, and advantage has been taken of the drawing together of the valley at this place to locate the dam. The material both of the sides of the valley and in the bed of the river shows gravel and boulders. The elevation of the flow-line of this reservoir has been taken at an elevation of six hundred and ninety-five (695) feet above tide water. This is the most extensive reservoir in the main valley and is nearly three (3) miles long. It has a varying width of from twenty-five hundred (2,500) to twelve hundred (1,200) feet, and its capacity somewhat diminishes, owing to a sudden rise in the creek, at a distance of about half a mile to the north of the dam where some rapids are located. This reservoir has a capacity of less than three thousand millions of gallons storage.

“The next reservoir, as proposed, is located some distance above the railroad station at Phoenicia. The dam could be about nine hundred (900) feet in length, with a reservoir about two (2) miles long. The flow-line has been taken at about elevation 950 feet above tide water. Immediately above the Phoenicia reservoir is located the Shandaken reservoir. This is about two miles long, having a dam about eight hundred (800) feet in length, with a flow-line of 1,040 feet above tide water. The next reservoir is situated about two miles above the upper part of the Shandaken reservoir and is called the big Indian reservoir. It is over a mile long and has a dam of about one thousand (1,000) feet in length, with a flow-line elevation of something over 1,200 feet

above tide level. The last two reservoir areas have been located by means of the maps, but the sites of the dams have been omitted on the plans. The plans show, however, that the last three reservoir dams must of necessity have considerable height, as the valley is quite steep in this particular section of the country. The villages located at Phoenicia, Allaben, Shandaken and Big Indian are composed to a large extent of summer boarding places, and would be obliterated by these three reservoirs if built, as the flow-lines interfere with almost all the buildings situated in this part of the valley. These three reservoirs, as proposed, in the upper part of the Esopus creek have a storage capacity of less than four thousand millions of gallons. The Lake Hill reservoir, as proposed, is located on Little Shandaken creek, being one of the tributaries of the Esopus, and flows into creek at Mt. Pleasant, near the upper portion of the Cold Brook reservoir. This reservoir has a flowage area of less than four hundred (400) acres, and has an elevation of about 1,060 feet above the tide level. It is three hundred and sixty (360) feet above the valley and about three miles distant from Mt. Pleasant, and has a limited drainage area and would not have much value for storage purposes on that account. Taking these seven available reservoirs as located by the filed plans of the Ramapo Water Company, there is a total capacity for storage of less than twelve thousand million gallons. The valley of Esopus creek falls from the proposed reservoir at Big Indian to the surface of the reservoir at Olive Bridge, about seven hundred (700) feet in a distance of twenty (20) miles, being an average fall of about thirty-five (35) feet per mile. The valley is not particularly well adapted on this account for reservoir purposes, the flow of water at the present time being so small that at almost every part of these twenty miles it is possible to wade the stream with ease, and in most cases to cross without wetting one's feet. The stream is evidently what is called a "flashy stream," being liable to a sudden rise on a fall of rain, and on that account requires a large amount of storage capacity to use it for water supply purposes. The neighboring country is wooded in all its parts, except in the valleys, where the bottom land is used for farming purposes, the sides of the valley being steep, which accounts for the rapid discharge of water in times of heavy rainfall. On this account it would not be advisable to

build the dams of anything except masonry or earth with good sized masonry cores and it would be necessary in all cases to have a large overflow so that floods could be taken care of without danger to the structure and to those living in the valleys below.

“ ‘From the foregoing statement relating to the storage capacity of the Esopus creek, as proposed by the filed plans of the Ramapo Water Company, in this valley, it can be stated that twelve billions (12,000,000,000) of gallons of stored water is manifestly insufficient for a supply of two hundred million (200,000,000) of gallons per day for New York city. This amount would not, as a daily consumption of two hundred million (200,000,000) gallons give much more than two months supply at a dry time, and such dry times are often liable to happen. When such times happen, water is the most needed.

“ ‘Commissioner of water supply William Dalton, in referring to the Cold Brook reservoir, in his report states that the reservoir at an elevation of six hundred and seventy-five (675) feet, would contain fifteen billions of gallons of water. By the plan of the Ramapo Water Company, this reservoir would contain less than three billions of gallons. He also says: “The Olive reservoir site can be made to impound seven billion gallons.” By the filed plans of the Ramapo Water Company this reservoir will contain less than two billions of gallons of water. It would not be possible for the Ramapo Water Company to properly and economically construct the works as proposed on the Esopus creek with the connecting conduits in the city of New York’s northern line inside of three or inside of five years.

“ ‘The reconnaissance necessary to ascertain the material for the foundations of the several dams would take several months and the designing of the work preparatory to construction would take a year at least. The least amount of time which should be allowed for the building of these works before the water could be used by New York city would be more than five years under the best conditions. Yours respectfully, George S. Rice, consulting engineer.’ ”

“I offer in evidence the certificate of incorporation of the Ramapo Improvement Company, dated February 10, 1883. Signed by Daniel Jackson, William McClure, Edward Bates Dorsey, William H. Barker and William N. Jackson.

“ ‘State of New York, city and county of New York, ss. We, Daniel Jackson, William McClure, Edward Bates Dorsey, William A. Barker and William N. Jackson, of the city and State of New York, do, by these presents, pursuant to and in conformity with the act of the Legislature of the State of New York, passed on the 17th day of February, 1848, entitled “An act to authorize the formation of corporations for manufacturing, mining, mechanical or chemical purposes,” and the several acts of the said Legislature amendatory thereof, and more particularly chapter 85, Laws of 1880, and chapter 472, Laws of 1881, associate ourselves together and form a company under the name and style of the Ramapo Improvement Company and the following are declared to be—

“ ‘The corporate name of the said company.

“ ‘The objects for which the company is formed.

“ ‘The amount of the capital stock of the said company.

“ ‘The number of shares of which the said capital stock of the company shall consist.

“ ‘The term of existence of the company.

“ ‘The number of trustees and their names.

“ ‘The names of those who shall manage the concerns of the said company for the first year.

“ ‘The names of the town and county in which the operations of the said company are to be carried on.

“ ‘1. The corporate name of the said company is hereby declared to be The Ramapo Improvement Company.

“ ‘2. The objects for which the company is formed are as follows: The improvement of the Ramapo river in the State of New York for manufacturing purposes, and also for furnishing, accumulating, storing, conducting, selling and supplying water for mining, domestic, manufacturing, municipal and agricultural purposes in the several towns in Orange and Rockland counties, and in the towns of Hastings and Yonkers in the State of New York.

“ ‘The capital stock of the said company shall be \$10,000,000, which shall be divided into 100,000 shares of \$100 each.

“ ‘4. The said company shall commence on the 12th day of February in the year 1883, and shall continue in existence for the term of fifty years.

“ 5. The number of trustees shall be seven. Their names are Daniel Jackson, William McClure, Edward Bates Dorsey, William J. McAlpine, Richard D. A. Parrott, William H. Barker and William N. Jackson. The names of those who shall manage the concerns of the said company for the first year are: Daniel Jackson, William McClure, Edward Bates Dorsey, William J. McAlpine, Richard D. A. Parrott, William H. Barker and William N. Jackson.

“ 6. The name of the town and county in which the operations of the said company are to be carried on. Town of Monroe, Orange county and the counties of Sullivan and Westchester and Rockland. Witness our hands and seals, this tenth day of February, 1883. Daniel Jackson, Wm. McClure, Edward Bates Dorsey, William H. Barker, William N. Jackson. State of New York, city of New York, county of New York. ss. On the tenth day of February in the year one thousand eight hundred and eighty-three before me personally came Daniel Jackson, William McClure, Edward B. Dorsey, William H. Barker and William N. Jackson, to me known, and known to be the individuals described in, and who executed the foregoing instrument, and they all severally acknowledged that they executed the same for the purpose named. Also between lines four and five of printed matter upon page one, the words “and more particularly chapter 85, Laws of 1880, and chapter 472 of Laws of 1881,” were interlined before said signatures were attached. E. S. Brownson, notary public, Kings county. Certificate filed in New York county. (Seal) State of New York, city and county of New York. ss. I Patrick Keenan, clerk of the city and county of New York, and also clerk of the Supreme Court for the said city and county, the same being a court of record, do hereby certify that E. S. Brownson has filed in the clerk's office of the county of New York, a certified copy of his appointment as notary public for the county of Kings with his autograph signature, and was at the time of taking the proof or acknowledgment of the annexed instrument, duly authorized to take the same. And further, that I am well acquainted with the handwriting of such notary, and verily believe the signature to the said certificate of proof or acknowledgment to be genuine. I further certify, that said instrument is executed and acknowledged according to the law of the State of New York. In testi-

mony whereof, I have hereunto set my hand and affixed the seal of the said court and county, the 13th day of February, 1883. (Seal) Patrick Keenan, clerk. (Endorsed.) Certificate of incorporation of the Ramapo Improvement Company. State of New York, office of Secretary of State. Filed and recorded February 14, 1883. Anson S. Wood, Deputy Secretary of State. (10c. revenue stamp cancelled.) State of New York, office of the Secretary of State. ss. I have compared the preceding with the original certificate of incorporation of the Ramapo Improvement Company filed and recorded in this office on the 14th day of February, 1883, and do hereby certify the same to be a correct transcript therefrom and of the whole of said original. Witness, my hand and the seal of office of the Secretary of State, at the city of Albany, this ninth day of September, one thousand eight hundred and ninety-nine. (L. S.) Horace G. Tennant, Second Deputy Secretary of State.'

“‘State of New York, city of Brooklyn, county of Kings. ss. We, George A. Evans, Josiah G. Chase, William J. McAlpine, do by these presents, pursuant to and in conformity with the act of the Legislature of the State of New York, passed on the seventeenth day of February, one thousand eight hundred and forty-eight, entitled “An act to authorize the formation of corporations for manufacturing, mining, mechanical or chemical purposes,” and the several acts of the said legislature amendatory thereof, associate ourselves together and form a company, under the name and style of Ramapo Water Company, and the following are hereby declared to be:

“‘The corporate name of the said company.

“‘The objects for which the company is formed.

“‘The amount of the capital stock of the said company.

“‘The number of shares of which the said capital stock of the company shall consist.

“‘The term of existence of the company.

“‘The number of trustees and their names.

“‘The names of those who shall manage the concerns of the said company for the first year.

“‘The names of the town and county in which the operations of the said company are to be carried on.

“‘1. The corporate name of the said company is hereby declared to be Ramapo Water Company.

“2. The objects for which the company is formed are as follows: The accumulating, storing, conducting, selling, furnishing and supplying, water for mining, domestic, manufacturing, municipal and agricultural purposes to cities, to other corporations and to persons that may lawfully contract therefor.

“3. The capital stock of the said company shall be two million five hundred thousand dollars (\$2,500,000) which shall be divided into twenty-five thousand (25,000) shares of one hundred dollars (\$100) each.

“4. The said company shall commence on the thirteenth day of September in the year one thousand eight hundred and eighty-seven, and shall continue in existence for the term of fifty years.

“5. The number of trustees shall be five. Their names are: George A. Evans, of Brooklyn, N. Y.; Josiah G. Chase, of Cambridge, Mass.; William J. McAlpine, of Staten Island, N. Y.; Daniel B. Hatch, of New York city, N. Y.; Henry Martin Blanchard, of New York city, N. Y. The names of those who shall manage the concerns of the said company for the first year are: George A. Evans, Josiah G. Chase, William J. McAlpine, Daniel B. Hatch and Henry Martin Blanchard.

“6. The name of the town and county in which the operations of the said company are to be carried on. The operations of the company are to be carried on mainly in the counties of Rockland and Orange, State of New York, and the principal office for the transaction of business shall be Brooklyn, N. Y.

“Witness our hands and seals, this twelfth day of September, 1887. George A. Evans. (Seal.) Josiah G. Chase. (Seal.) Wm. J. McAlpine. (Seal.) Witness, P. Albert Nostrand.’

“State of New York, city of New York, county of New York, ss. On the twelfth day of September, one thousand eight hundred and eighty-seven, before me personally came George A. Evans, Josiah G. Chase, and William J. McAlpine, to me known, and known to me to be the individuals described in, and who executed the foregoing instrument, and they acknowledged that they executed the same. P. Elbert Nostrand, notary public, Kings county. Certificate filed in New York county.’

“State of New York, city and county of New York, ss. I, James A. Flack, clerk of the city and county of New York, and also clerk of the Supreme Court for the said city and county, the

same being a court of record, do hereby certify, that P. Elbert Nostrand has filed in the clerk's office of the county of New York, a certified copy of his appointment as notary public for the county of Kings with his autograph signature, and was at the time of taking proof or acknowledgment of the annexed instrument, duly authorized to take the same. And further, that I am well acquainted with the handwriting of such notary, and verily believe the signature to the said certificate of proof of acknowledgment to be genuine. In testimony whereof, I have hereunto set my hand and affixed the seal of the said court and county, the 13th day of September, 1887. James A. Flack, clerk. (Endorsed.) Certificate of incorporation of Ramapo Water Company. Tax for privilege of organization of this corporation \$3,125. Under chapter 143, Laws of 1886, paid to State Treasurer before filing. State of New York, office of Secretary of State. Filed and recorded September 14, 1887, Diedrich Willers, Deputy Secretary of State. Revenue stamp cancelled, 10 cents. State of New York, office of the Secretary of State, ss. I have compared the preceding with the original certificate of incorporation of Ramapo Water Company, filed and recorded in this office on the 14th day of September, 1887, and do hereby certify the same to be a correct transcript therefrom and of the whole of said original. Witness my hand and seal of office of the Secretary of State of Albany, this 9th day of September, one thousand eight hundred and ninety-nine. Horace G. Tennant, Second Deputy Secretary of State. (L. S.)' "

Also a copy of the minutes filed in the office of the Secretary of State of the meeting of June 19, 1896, showing an increase in the number of trustees from five to seven, in which it is recited that there were present Messrs. Finley Anderson, C. R. Braine, Stephen E. Barton, Charles A. Clarke, William N. Denman, Richard Kelly, Charles A. LaMont, H. G. LaMont, William J. Morton, P. Elbert Nostrand and (as proxies for J. D. Chase) Wilbain H. Dobel and John W. McNarny.

"A special meeting of the stockholders of the Ramapo Water Company, called by order of the board of trustees, and held at 300 Third avenue, New York, on Friday, June 19, 1896, at 4.30 p. m. Present: Messrs. Finley Anderson, C. R. Braine, Stephen E. Barton, Charles A. Clark, William N. Denman, Richard Kelly,

Charles A. LaMont, H. G. LaMont, William J. Morton, P. Elbert Nostrand and (as proxies for J. D. Chase) Wilbain H. Dobel and John W. McAnarny, Meeting was called to order by the secretary. On motion duly made and seconded, Hon. Richard Kelly was unanimously elected chairman of the meeting. The secretary reported that the required proof of proper service of all notices for this meeting had been properly filed. After the chairman had fully explained the purpose of the meeting and the necessity for the proposed increase in the number of trustees, it was unanimously voted that the number of trustees of the Ramapo Water Company be increased from five to seven. Mr. Barton and Mr. Clark, as tellers, reported that eighteen thousand two hundred and twenty (18,220) shares of stock were represented and voted. The business for which the meeting was called having been transacted, it was moved and seconded that it be adjourned. Carried unanimously. State of New York, County of ——— ss. Richard Kelly and Horace C. LaMont, being duly severally sworn, each for himself deposes and says, that he, the said Richard Kelly, was chairman of the special meeting of stockholders of the Ramapo Water Company, held at 300 Third avenue, New York, on June 19, 1896, at 4.30 p. m., and that he, the said Horace G. LaMont, was secretary thereof, and that this is a correct transcript of the minutes of said meeting. Richard Kelly, Horace G. LaMont. Severally sworn to before me this 25th day of June, 1896. Thos. W. Smith, notary public, New York county. (Sec. 1). Endorsed, certificate of increase of number of trustees of Ramapo Water Company. State of New York, office of Secretary of State. Filed and recorded June 26, 1896. Andrew Davidson, Deputy Secretary of State. State of New York, office of the Secretary of State, ss.: I have compared the preceding with the certificate to increase the number of trustees of Ramapo Water Company filed and recorded in this office on the 26th day of June, 1896, and I do hereby certify the same to be a correct transcript therefrom and of the whole thereof. Witness my hand and the seal of office of the Secretary of State at the city of Albany, this 9th day of September, one thousand eight hundred and ninety-nine. J. B. Mongin, Deputy Secretary of State (L. S.) Rev. stamp, cancelled."

I have here the annual report of the company for the year 1894

in which it is stated the amount of its debts does not exceed \$30,000 and the amount of its assets equals at least \$30,000. The annual report for 1893 is similar; for 1895 is similar, and the annual report for 1896 is different. The capital stock of this company is two and one-half million dollars. The proportion of this capital stock actually issued is two and one-half million dollars. There are no existing debts. The assets of the company at least equal the sum of \$3,000. The report for 1897 is similar; the report for 1898 is the same; the report for 1899 is the same, and the report for 1899 is signed, Chas H. Truax, G. Reuss, Wm. H. P. Pratt, W. J. Jenks, S. Kelly and S. B. Dutcher.

I have also the certificate of the Secretary of State, which I now read. "State of New York, office of the Secretary of State, Albany. I hereby certify that I have examined the indices of this office for a certificate of payment of one-half of the capital stock, and for a certificate of payment of the capital stock of the Ramapo Water Company, and that upon such examination I find no certificate of payment of one-half of the capital stock and no certificate of the payment of the capital stock of said Ramapo Water Company on file in this office. Witness my hand and the seal of office of the Secretary of State, at the city of Albany, this thirtieth day of August, one thousand eight hundred and ninety-nine. (Seal.) John T. McDonough, Secretary of State. One cent revenue stamp."

I offer in evidence injunction order, summons and complaint, etc., in the action of the Press Publishing Company, the company which publishes the newspaper called "The World," vs. Maurice F. Holohan and others, constituting the board of public improvements, and the Ramapo Water Company, in which are allegations sworn to in the complaint and affidavits stating the pendency of this matter in the board of public improvements, and that it is against public policy, asking for a temporary injunction, which was granted. "New York Supreme Court, county of New York. Press Publishing Company, plaintiff, against Maurice F. Holohan, James P. Keating, James Kane, John L. Shea, William Dalton, James McCartney, Henry S. Kearney, James J. Coogan, Edward M. Grout, Louis P. Haffen, George Cromwell, Frederick Bowley, Bird S. Coler, John Whalen, Robert A. Van Wyck and Randolph Guggenheimer, constituting the board of public improve-

ments of the City of New York, and the Ramapo Water Company, defendants. It appearing to my satisfaction from the annexed verified complaint and the affidavit of J. Angus Shaw, verified this day, that the Press Publishing Company demands, and is entitled to, a judgment against the said defendants, restraining the commission or continuance of an act, the commission or continuance of which during the pendency of this action would produce injury to the plaintiff. Now, on reading the summons herein, the said verified complaint, and the annexed affidavit of J. Angus Shaw, all verified the 21st day of August, 1899, and on motion of Bowers & Sands, attorneys for the plaintiff, it is ordered that the defendants, Maurice F. Holohan, James P. Keating, James Kane, John L. Shea, William Dalton, James McCartney, Henry S. Kearney, James J. Coogan, Edward M. Grout, Louis F. Haffen, George Cromwell, Frederick Bowley, Bird S. Coler, John Whalen, Robert A. Van Wyck and Randolph Guggenheimer, constituting the board of public improvements of the city of New York, be, and they hereby are, enjoined and restrained from authorizing, approving or voting to authorize or approve of the execution of any contract with the defendant, the Ramapo Water Company, which contract gives or purports to give the right to said defendant, the Ramapo Water Company, to supply water to the city of New York, and that the defendant, W. Dalton, may be, and he hereby is, enjoined and restrained from preparing or executing such contract with the defendant, the Ramapo Water Company, as aforesaid. And it is further ordered, that the said defendants, constituting the board of public improvements of the city of New York, and each and all of them, are hereby enjoined and restrained, individually or as such board, from voting to pass any resolution authorizing or granting to the said defendant, the Ramapo Water Company, any contract purporting to give to the said defendant, the Ramapo Water Company, any right to sell or deliver water to the city of New York. And it is further ordered, that the said defendants, and each and all of them, show cause before one of the justices of this court at a special term to be held at Part I, in the county courthouse, in the city of New York, borough of Manhattan, on the 25th day of August, 1899, at 10:30 a. m., or as soon thereafter as counsel can be heard, why the injunction granted herein

should not be continued, pending the final judgment in this action, and why the plaintiff should not have such other and further relief as to the court may seem just and proper. Service of this order upon the defendants, constituting the board of public improvements of the city of New York, and upon the defendant, the Ramapo Water Company, on or before the 23d day of August, 1899, at 5 o'clock p. m., shall be deemed good and sufficient service thereof. Dated New York, borough of Manhattan, August 21, 1899. H. W. Bookstaver, justice of the supreme court of the State of New York.

“New York supreme court, New York county. Press Publishing Company, a domestic corporation, plaintiff, against Maurice F. Holohan, James P. Keating, James Kane, John L. Shea, William Dalton, James McCartney, Henry S. Kearney, James J. Coogan, Edward M. Grout, Louis F. Haffen, George Cromwell, Frederick Bowley, Bird S. Coler, John Whalen, Robert A. Van Wyck and Randolph Guggenheimer, constituting the board of public improvements of the city of New York, and Ramapo Water Company, defendants. To the above-named defendants: You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer on the plaintiff's attorneys, within twenty days after the service of this summons, exclusive of the day of service; and, in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint. Dated, New York, August 21, 1899. Bowers & Sands, plaintiff's attorneys. Office and post office address, No. 31 Nassau street, borough of Manhattan, New York city, N. Y.

“New York supreme court, New York county. Press Publishing Company, plaintiff, against Maurice F. Holohan, James P. Keating, James Kane, John L. Shea, William Dalton, James McCartney, Henry S. Kearney, James J. Coogan, Edward M. Grout, Louis F. Haffen, George Cromwell, Frederick Bowley, Bird S. Coler, John Whalen, Robert A. Van Wyck and Randolph Guggenheimer, constituting the board of public improvements of the city of New York, and the Ramapo Water Company, defendants. The complaint of the Press Publishing Company, a domestic corporation, by Bowers & Sands, its attorneys, respectfully shows and alleges:

"1. That the plaintiff is a domestic corporation, having its principal office for the transaction of its business at No. 63 Park row, in the city of New York, borough of Manhattan, and is a resident and taxpayer of the said city of New York, and is annually assessed for the purposes of taxation in said city in an amount exceeding one thousand dollars and is liable to and does pay annually a tax on such assessment and has done so for the past thirty years.

"2. That the defendant Maurice F. Holohan is the president of the board of public improvements; that the defendant James P. Keating is the commissioner of highways of the city of New York, and by virtue of his office a member of the board of public improvements; that the defendant James Kane is commissioner of sewers of the city of New York, and by virtue of his office a member of the board of public improvements; that the defendant John L. Shea is commissioner of bridges of the city of New York, and by virtue of his office a member of the board of public improvements; that the defendant William Dalton is commissioner of water supply of the city of New York, and by virtue of his office a member of the board of public improvements; that the defendant James McCartney is commissioner of street cleaning of the city of New York, and by virtue of his office a member of the board of public improvements; that the defendant Henry S. Kearney is commissioner of public buildings, lighting and supplies of the city of New York, and by virtue of his office a member of the board of public improvements; that the defendant James J. Coogan is president of the borough of Manhattan, and by virtue of his office a member of the board of public improvements; that the defendant Edward M. Grout is president of the borough of Brooklyn, and by virtue of his office a member of the board of public improvements; that the defendant Louis F. Haffen is president of the borough of The Bronx, and by virtue of his office a member of the board of public improvements; that the defendant George Cromwell is president of the borough of Richmond, and by virtue of his office a member of the board of public improvements; that the defendant Frederick Bowley is president of the borough of Queens, and by virtue of his office a member of the board of public improvements; that the defendant Bird S. Coler is comptroller of the city of New York, and by virtue of his office

a member of the board of public improvements; that the defendant John Whalen is corporation counsel of the city of New York, and by virtue of his office a member of the board of public improvements; that the defendant Robert A. Van Wyck is mayor of the city of New York, and by virtue of his office a member of the board of public improvements; that the defendant Randolph Guggenheimer is president of the municipal assembly of the city of New York, and by virtue of his office a member of the board of public improvements, and were and are members of the board of public improvements of the city of New York under section 410 of chapter 378 of the Laws of 1897.

"3. The defendant the Ramapo Water Company, as the plaintiff is informed and believes, is a domestic corporation incorporated in the year 1883 under the name of the Ramapo Improvement Company, and was reorganized in the year 1887 under the title of the Ramapo Water Company.

"4. The plaintiff is informed and believes that prior to the 14th day of June, 1899, a resolution was adopted by the board of public improvements in form as follows: 'Resolved, That the secretary of the board communicate with the various water companies which have made application to the board for the privilege of supplying water to the various parts of the city and notify them that the board has set Tuesday, June 14th, as the day for hearing when those interested may make application to the board in person for the privilege of supplying water to the city.' And that thereafter, and on or about the 10th day of June, a hearing was held in conformity with above resolution. That at said hearing one Silas B. Dutcher and Edward Lauterbach, H. C. M. Ingraham and P. E. Van Nostrand appeared on behalf of the said water company in an endeavor to obtain from the city of New York, through the said board of public improvements, a contract granting to said company the right to supply to the city good and wholesome water at a rate therein mentioned, a copy of the said contract is hereto annexed, marked 'A' and made a part of this complaint. That at the said meeting the defendant Maurice F. Holohan said: 'This meeting is held by resolution adopted by the board of public improvements for the purpose of giving the Ramapo Water Company an opportunity to present their argument relative to an increased supply of water for this city. The

hearing is granted as a matter of courtesy in order that the gentlemen who represent the company may be able to furnish some facts and statistics.' And that thereafter, and on or about the 16th day of August, 1899, at a meeting of the board of public improvements the resolution to enter into a contract with the defendant the Ramapo Water Company was again placed before the said board of public improvements by the president thereof, Maurice P. Holahan. That at this meeting the passage of the said resolution directing the execution of the said contract was prevented by the attack made upon it by the comptroller of the city of New York, the Hon. Bird S. Coler. The plaintiff begs leave to incorporate and make part of this complaint the proceedings of the said board of public improvements on the said 16th day of August, 1899, with the same force and effect as if here fully set forth.

"5. Plaintiff alleges, on information and belief, that the said resolution to authorize a grant to the said Ramapo Water Company on a contract as aforesaid was tabled by reason of the interference and denunciation of the said Coler, who characterized the said grant as a most infamous steal, and that the said resolution to grant the said contract is still pending undecided and undetermined before the said board of public improvements, which, plaintiff alleges, on information and belief, will hold a meeting on the 23d day of August, 1899, at which time the authorization of the said contract may be made unless enjoined by the equitable powers of this court.

"6. The plaintiff alleges that the said contract if granted to the said Ramapo Water Company is and will be injurious to the welfare of the public and to the plaintiff as a taxpayer, and in fraud of his rights as such, and will impose a heavy burden on the property of citizens and taxpayers, of which the plaintiff is one, and will cause to the plaintiff grievous and irreparable injury. That the plaintiff cannot obtain speedy and adequate relief at law, and invokes the equitable powers of this court.

"7. Plaintiff further alleges, on information and belief, that the attempt to grant to the said Ramapo Water Company a contract similar to Exhibit A, annexed hereto, is the result of a fraudulent political combination, in violation of law and of the plaintiff's rights as a citizen and taxpayer, and that if the

contract is executed with the said company it will involve the expenditure of some two hundred millions of dollars of the city money within the space of forty years, imposing upon the taxpayers of the city of New York and upon this plaintiff taxes upon an additional burden of \$14,000 a day of public money, to be paid to the said Ramapo Water Company under the said contract, if approved and executed as aforesaid.

"8. The plaintiff further alleges that the water to be supplied under the said contract is unnecessary and uncalled for, and that the present water supply of the city of New York is adequate, and that the execution of said contract by the city will not be a proper disposition of the city money, and would be a breach of trust, calling for the interposition of a court of equity, and its necessary effect will be to impose heavy burdens on the property of citizens and taxpayers.

"Wherefore the plaintiff prays judgment against the said defendants restraining the said defendants from authorizing, approving or voting to authorize or approve of the execution of any contract with the defendant, the Ramapo Water Company, which would give or purport to give the right to the said defendant the Ramapo Water Company to supply water to the city of New York, and for such other and further relief as to this honorable court in its equitable jurisdiction may seem just and proper in the premises. Bowers & Sands, Attorneys for Plaintiff, 31 Nassau street, New York city.

"County of New York, borough of Manhattan, ss.: J. Angus Shaw, being duly sworn, deposes and says that he is the secretary of the above named plaintiff, which is a domestic corporation; that he has read the foregoing complaint and knows the contents thereof, and that the same is true of his own knowledge, except as to the matters therein stated to be alleged on information and belief and as to those matters he believes it to be true. J. Angus Shaw. Sworn to before me this 21st day of August, 1899. William C. Bowers, notary public, New York county.

"Exhibit 'A.' Agreement made this — day of —, 1898, by and between the Ramapo Water Company, a corporation of the State of New York (hereinafter called the Water Company), party of the first part, and the city of New York, a municipal corporation, by William Dalton, the commissioner of

water supply of said corporation (hereinafter called the city of New York), as authorized by chapter 378, sections 415, 457 and 471 of the Laws of 1897, part of the second part.

“Whereas the said Water Company was duly incorporated on or about the 12th day of September, 1887, under and in pursuance of the act of the legislature of the state of New York passed on the 17th day of February, 1848, entitled ‘An act to authorize the formation of corporations for manufacturing, mining, mechanical or chemical purposes,’ and of the several acts of the said legislature amendatory thereof; and

“Whereas the said Water Company is authorized and empowered by law, and more particularly by the provisions of chapter 985, Laws of 1895, entitled ‘An act to limit and define the powers of the Ramapo Water Company,’ passed on the 11th day of June, 1895, to acquire such lands and waters along the sheds of the Ramapo, and along such other watersheds and their tributaries as may be suitable for the purpose of accumulating, storing, deducting, selling, furnishing and supplying water for domestic and municipal purposes to any city, town and village, and may contract with any corporation in this State, public or private, to furnish water for the purposes mentioned; and

“Whereas the said Water Company has proposed to supply the city of New York with water from streams and lakes and their tributary watersheds in the State of New York west of the Hudson river, to be delivered at a pressure at the place of delivery due to an elevation of 300 feet above mean tide level; and

“Whereas the city of New York is authorized under the provisions of chapter 985, section 3, Laws of 1895, to enter into a contract with said Water Company to furnish water for domestic and municipal purposes to said city for any length of time that may be deemed advisable; and

“Whereas the said commissioner of water supply has duly examined into the sources of the water supply so proposed to be furnished by said Water Company, and has selected the Esopus and its tributary and connecting watersheds, and has determined that the supply from these sources will be adequate, and that the water supplied from these sources will be pure and wholesome, and being drawn from mountainous and rocky areas very sparsely populated, is, and will remain and continue to be, free

from contamination and pollution, and has determined that said Water Company is duly authorized by law to do whatever is necessary to enable it to furnish and deliver to the city of New York and to its inhabitants the quantity of water which the said Water Company hereafter agrees to furnish and deliver, at a pressure at the place of delivery due to an elevation of 300 feet mean tide level; and

“Whereas preliminary to the execution of this contract the provisions of this contract in all its details in form and substance, as herein provided, were submitted to the board of public improvements of the city of New York, and the assent of said board, after such submission to it, was given by resolution to the execution of such proposed contract as so submitted,

“Now, therefore, this agreement witnesseth that in consideration of the mutual covenants herein contained and of one dollar (\$1) in hand paid by each party to the other party hereto, the receipt whereof is hereby acknowledged, and in consideration of the construction by the said Water Company of the dams, reservoirs, conduits and pipe lines necessary to carry out the covenants and conditions of the said Water Company herein contained, the parties hereto have covenanted, promised and agreed, and hereby covenant, promise and agree, the party of the first part for itself, its successors and assigns, and the party of the second part for itself and assigns, as follows:

“1. The said Water Company, the party of the first part, will furnish, supply and deliver, by a gravity system of transmission, at its own cost and expense, water to be taken from the Esopus and its tributary and connecting watersheds west of the Hudson river and in the State of New York to the party of the second part, the city of New York, at the time and place and in the manner and under the conditions hereinafter specified and will accept as full compensation therefor the sum of seventy dollars (\$70) for each and every million gallons of such water so delivered.

“2. The said Water Company hereby covenants and agrees that the water so furnished, supplied and delivered shall not be drawn from any stream or lake the surface of which is at an elevation of less than four hundred and twenty feet above mean tide level; and that such water shall be of greater purity than the water supplied to the city of New York from the Croton and

Long Island watersheds, as shown by the average of the analyses of the water from those sheds taken from the distributing reservoirs within the cities, which have been made under the direction of the health officers of the city of New York and of the city of Brooklyn during the past year, as shown by the public record, as compared with the average of the analyses for a like period of the water to be furnished by the party of the second part, taken at the point of delivery, to be made by the health officers of the city of New York or by the commissioner of water supply of said city.

"3. The said Water Company further covenants and agrees to furnish, supply and deliver to the city of New York two hundred million (200,000,000) gallons of such water at a pressure due to an elevation of 300 feet above mean tide level, on and during each and every day for the period of forty years, from and after the first day of ———, in the year 1902; subject, however, to the right of the city of New York (through its commissioner of water supply, or his successor in office or position) to reduce the quantity of supply to such number of gallons as to his judgment may be required upon notice thereof to the party of the first part, except as hereinafter otherwise excepted, conditioned and provided; and to deliver such water to the party of the first part at the northern boundary line of the city of New York at the point of intersection thereof with the new Croton aqueduct.

"4. The said Water Company hereby covenants and agrees that it will construct, maintain and operate all such reservoirs, conduits and pipe lines as may be necessary to accumulate, store, furnish, supply and so deliver such water, without cost or liability to the city of New York other than the payment of seventy dollars (\$70) for each and every million gallons of such water so furnished, supplied and delivered, as herein provided.

"5. The city of New York, in consideration of the covenants, promises and agreements of the said Water Company herein contained, covenants and agrees to accept and receive such water as it may require, not exceeding two hundred million (200,000,000) gallons of such water so delivered by the said Water Company, on and during each and every day from and after the first day of ———, in the year 1902, and the city of New York hereby cov-

enants and agrees to pay, in regular quarterly payments, to the said Water Company, its successors and assigns, the sum of seventy dollars (\$70) for each and every million gallons of such water so delivered not exceeding 200,000,000 daily.

“ 6. The city of New York agrees to authorize, and does hereby authorize, the said Water Company to act as the agent and representative of the city of New York, so far as it may lawfully do so, in doing whatever may be necessary for the fulfillment of this contract; provided and conditioned that the city of New York shall not incur, or be or become liable for, any cost or expenditure on account thereof or in connection therewith.

“ 7. It is hereby agreed by and between the parties hereto that the agreement of the said Water Company to furnish, supply and deliver to the city of New York, and of the city of New York to accept, receive and pay for, not exceeding two hundred million (200,000,000) gallons of water on each and every day from and after the first day of ———, 1902, as hereinbefore expressed, are made subject to and conditioned upon the further understanding and agreement; hereby made by and between the parties hereto, that, in consideration of the promise of the said Water Company, hereby given, to expedite and hasten the completion of its works so as to enable it to deliver such water, or a part thereof, prior to that date, the city of New York hereby agrees to accept, receive and pay for, as hereinbefore provided, that quantity of water, or any part thereof, so required, whenever such water shall be furnished and delivered by the party of the first part prior to said date upon the condition that the said Water Company shall notify the said commissioner of water supply that it will deliver that quantity of water, or a part thereof, during the next ensuing year, giving in such notification the quantity to be delivered and the date, or dates, upon which the delivery of the quantity, or quantities, if the quantity to be delivered daily is to be increased during the year, will commence; such notification to be so given not less than thirty days prior to the beginning of the year during which the delivery of such quantity of water, or a part thereof, shall be so commenced.

“ 8. It is hereby agreed, by and between the parties hereto, that the time herein fixed for the delivery of such water as herein provided may be deferred, at the option of the said Water Company,

for a period equal to the time during which the said Water Company shall be delayed or interfered with in the construction of the works necessary for the delivery of such water by any injunction or legal proceeding, or by strikes of workmen, or by any other cause of delay not within the power of the said Water Company to remedy or overcome.

“9. It is further understood and agreed by and between the parties hereto that the failure to deliver such water, or any part thereof, at any time after the commencement of such delivery, caused by an accident or injury to the works of the said Water Company, shall not invalidate this contract, provided such injury or cause of failure shall be repaired or removed by the said Water Company as soon as may be practicable, and that if the said Water Company cannot, by reason of such accident or injury, deliver the full quantity of two hundred million (200,000,000) gallons daily, the city of New York shall only pay for the quantity of water that can be delivered.

“10. It is hereby further agreed by and between the parties hereto that this contract may be modified, altered or amended hereafter in such manner as the parties may deem to be necessary or desirable.

“11. The said Water Company covenants and agrees that no laborer, workman or mechanic whom it may have in its employ, or in the employ of its subcontractor or other person doing or contracting to do the whole or part of the work contemplated by this contract shall be permitted or required to work more than eight hours in any one calendar day except in cases of extraordinary emergency caused by fire, flood or danger to life or property; and it is further covenanted and agreed that each such laborer, workman, mechanic employed by said Water Company, its subcontractors or other person, in, about or upon such public work shall receive such wages as are provided by chapter 415 of the Laws of 1897, as amended by chapter 567 of the Laws of 1899; and it is further covenanted and agreed that upon the failure to comply with the provisions of section 3 of chapter 567 of the Laws of 1899, this contract shall be void and of no effect.

“The said Water Company shall furnish a bond to the amount of one hundred thousand dollars (\$100,000) for the faithful performance of the above agreement.

"In witness whereof the parties hereto, by their duly authorized officers, have respectively signed the corporate seals of the parties hereto and fixed the corporate seals of the parties hereto, the day and year first above written, and have duly executed this agreement in triplicate, one part of which is to remain with the commisisoner of water supply, one to be filed with the comptroller of the city of New York, and the third to be delivered to the party of the second part. Signed and sealed in the presence of ———.

"Approved as to form. John Whalen, corporation counsel.

"New York supreme court, New York county. Press Publishing Company, plaintiff, against Maurice F. Holahan, James P. Keating, James Kane, John L. Shea, William Dalton, James McCartney, Henry S. Kearney, James J. Coogan, Edward M. Grout, Louis F. Haffen, George Cromwell, Frederick Bowley, Bird S. Coler, John Whalen, Robert A. Van Wyck and Randolph Guggenheimer, constituting the board of public improvements of the city of New York, and Ramapo Water Company, defendants. County of New York, borough of Manhattan, ss. J. Angus Shaw, being duly sworn, says that he is the secretary to the plaintiff, which is a domestic corporation; that on or about the 16th day of August, 1899, there was presented for adoption to the board of public improvements of the city of New York, by the defendant, William Dalton, the commissioner of water supply of the city of New York, and a member thereof, a proposed contract with the Ramapo Water Company, which deponent alleges, upon information and belief, is a domestic corporation; a copy of said contract is annexed to the complaint herein, marked 'A,' and deponent begs leave to incorporate it and make it a part of this affidavit, with the same force and effect as if here fully set forth.

"That the plaintiff herein, The Press Publishing Company, is a taxpayer of the city of New York, and has been for upwards of thirty years, and is annually assessed upon real property of the value of one thousand dollars and over.

"Deponent alleges upon information and belief that the said contract with the Ramapo Water Company, as aforesaid, was presented for adoption to the said board of public improvements, and was presented to them with the intention that they should authorize the said Dalton to execute such contract with the said

Ramapo Water Company, in accordance with the provisions of section 457 of chapter 378 of the Laws of 1897, known as the Greater New York charter, and that the said authorization was not given by the said board of public improvements at its said meeting on the 16th day of August, 1899, by reason of the vigorous opposition to its authorization by the defendant, Bird S. Coler, the comptroller of the city of New York, who, at the said meeting, characterized the authorization of the said contract as an infamous steal.

“Deponent further alleges that the said contract, if executed, will be in violation of the plaintiff's rights as a citizen and taxpayer and will be injurious to the public welfare and to the plaintiff, and in fraud of its rights, and will impose a heavy burden on the property of citizens and taxpayers in the city of New York; and further alleges, upon information and belief, that water can be obtained from other sources at less expense than will be entailed by the making of this proposed contract with the Ramapo Water Company, which deponent alleges, upon information and belief, will result in the expenditure of two hundred million dollars of public money within the next forty years, and will raise the tax rates very materially, for which there will be no adequate return to the plaintiff and other citizens; and further alleges, upon information and belief, that the said board of public improvements will not be acting in the best interests of the citizens and taxpayers of the city of New York if it adopts or authorizes the adoption of the said contract, Exhibit ‘A,’ annexed to the complaint herein. That the plaintiff has no adequate or speedy remedy at law, and invokes the equitable jurisdiction of this court to restrain such adoption or authorization. Deponent further says that no previous application for an injunction has been made to any court or judge. J. Angus Shaw. Sworn to before me this 21st day of August, 1899. William C. Bowers, notary public, New York county.

“New York supreme court, county of New York. Press Publishing Company, plaintiff, against Maurice F. Holohan, James P. Keating, James Kane, John L. Shea, William Dalton, James McCartney, Henry S. Kearney, James J. Coogan, Edward M. Grout, Louis F. Haffen, George Cromwell, Frederick Bowley, Bird S. Coler, John Whalen, Robert A. Van Wyck, Randolph

Guggenheimer, constituting board of public improvements of the city of New York, and Ramapo Water Company, defendants. The above named plaintiff having applied to one of the justices of this court for an injunction in this action restraining the defendants from approving or executing a certain contract with the Ramapo Water Company for supplying drinking water to the city of New York, as is more particularly set forth in the affidavit of J. Angus Shaw, annexed hereto, and verified August 21, 1899, now, therefore, pursuant to the statute in such case made and provided, we, Pomeroy Burton, of No. 1024 Ocean avenue, in the city of New York, Borough of Brooklyn, and Jacob Dreyfuss, of 1713 Bathgate avenue, in said city of New York, borough of the Bronx, do jointly and severally undertake in the sum of two thousand dollars that the plaintiff will pay to the defendants so enjoined such damages, not exceeding the before mentioned sum, as they may sustain by reason of the injunction, if the court finally decides that the plaintiff was not entitled thereto; such damages to be ascertained by the court or by a referee appointed by the court, or by a writ of inquiry, or otherwise, as the court shall direct. Dated New York city, borough of Manhattan, August 21, 1899. Pomeroy Burton [seal], Jacob Dreyfuss [seal]. City of New York, borough of Manhattan, ss. Pomeroy Burton, being duly sworn, says, that he is a resident and a householder within the State of New York, and worth twice the sum specified in the above undertaking over all the debts and liabilities which he owes or has incurred, and exclusive of property exempt by law from levy and sale under an execution. Pomeroy Burton. Sworn to before me the 21st day of August, 1899. Bernard Vorhaus, commissioner of deeds, New York city. City of New York, borough of Manhattan, ss. Jacob Dreyfuss, being duly sworn, says that he is a resident and a freeholder within the State of New York, and worth twice the sum specified in the above undertaking over all the debts and liabilities which he owes or has incurred and exclusive of property exempt by law from levy and sale under execution. Jacob Dreyfuss. Sworn to before me this 21st day of August, 1899. Bernard Vorhaus, commissioner of deeds, New York city. City and county of New York, ss. I certify that on this 21st day of August, 1899, before me personally appeared the above named

Pomeroy Burton and Jacob Dreyfuss, known to me to be the individuals described in and who executed the within undertaking, and severally acknowledged that they executed the same. Bernard Vorhaus, commissioner of deeds, New York city. Approved as to sufficiency and form; August 21, 1899. H. W. Bookstaver, J. S. C.

"Supreme Court, county of New York. Charles E. Keator, plaintiff, against William Dalton, as commissioner of water supply of the city of New York; Maurice F. Holahan, Joseph P. Keating, James Kane, J. L. Shea, W. Dalton, James McCartney, Henry S. Kearney, James J. Coogan, Edward M. Grout, Louis F. Haffen, George Cromwell, Frederick Bowley, Bird S. Coler, John Whalen, Robert A. Van Wyck and Randolph Guggenheimer, constituting the board of public improvements of the city of New York; the city of New York and the Ramapo Water Company, defendants. Complaint. The plaintiff, by McCurdy & Yard, his attorneys, respectfully alleges and shows to the court:

"First. That the plaintiff is a citizen and resident of the city of New York and authorized to pay taxes therein; that the sum of his assessments amounts to more than one thousand dollars, and that he is liable to pay taxes on such assessments in the said city of New York; that he has been assessed and has paid taxes therein upon assessments exceeding the sum of one thousand dollars within one year previous to the commencement of this action.

"Second. That the defendant William Dalton is the commissioner of water supply of the city of New York; that the defendants Maurice F. Holahan, Joseph P. Keating, James Kane, J. L. Shea, W. Dalton, James McCartney, Henry S. Kearney, James Coogan, Edward M. Grout, Louis F. Haffen, George Cromwell, Frederick Bowley, Bird S. Coler, John Whalen, Robert A. Van Wyck and Randolph Guggenheimer constitute the board of public improvements of the city of New York; that the defendant the City of New York is a corporation organized and existing under chapter 378 of the Laws of the State of New York for the year 1897; and, upon information and belief, that the defendant the Ramapo Water Company is a corporation organized and existing under the laws of the State of New York.

"Third. That on or about the 16th day of August, 1899, the

defendant William Dalton, commissioner of water supply of said city of New York, presented to the board of public improvements of said city the draft of a proposed contract to be made and entered into by and between the defendant the Ramapo Water Company and the defendant the City of New York, by the said William Dalton as commissioner of water supply of the said city, a copy of which proposed contract is hereto annexed, marked 'Exhibit A,' and made a part of this complaint. That said proposed contract, Exhibit A, has not been authorized or approved in any manner by the municipal assembly of the city of New York, nor by the board of estimate and apportionment of said city, nor by any officer or agent of the said city empowered by law to make, authorize, assent to or approve of any such contract for or on behalf of the said city. That the said proposed contract has not yet been approved by the board of public improvements of the city of New York, but the said board and the members thereof are threatening and intending to approve of and assent to the said contract, and the said William Dalton is intending and threatening, in the event that the board of public improvements does authorize or approve of or assent to the said contract, to forthwith make, execute and deliver the said contract for and on behalf of the said defendant the City of New York.

"Fourth. That the said proposed contract, Exhibit A, is unauthorized by the charter of the city of New York, and not authorized or permitted by any law of the State of New York; and the said William Dalton is without power or authority to make and enter into said proposed contract, either with or without the assent or approval of the said board of public improvements; and the making of the said proposed contract by the said William Dalton, as commissioner of water supply of the city of New York, either with or without the assent or approval of the said board of public improvements, would be an unauthorized, illegal and unofficial act on the part of the said William Dalton, injurious to the rights and a waste and injury to the property and estate of the said city of New York.

"Fifth. That no appropriation has been made covering the expense to be incurred by the said proposed contract, 'Exhibit A,' by the city of New York, or by any officer or board thereof, or

connected therewith, having power to make appropriations for such purpose, and there is no appropriation or fund applicable thereto sufficient to pay the estimated expense of executing such contract, and the comptroller of the city of New York has not endorsed on the said contract his certificate that there remains a balance unexpended and applicable or an appropriation or fund applicable thereto, sufficient to pay the estimated expense of executing such contract as certified by the officers making or proposing to make the same.

"Sixth. That the making of the said contract by the said William Dalton, as commissioner of water supply of the city of New York, either with or without the assent of the board of public improvements, would not only be an unauthorized and illegal act, but a wholly unnecessary, improvident and wasteful act. That the present supply of water for the city of New York is adequate for the present and future need of the city and of its inhabitants; and the obtaining of a supply of water from the said Ramapo Water Company, as proposed in the said contract, 'Exhibit A,' is wholly unnecessary and would be a waste and injury to the property, funds and estate of the said city of New York. That the said city now owns, maintains and operates a system or systems of waterworks which have been established, owned and maintained by said city or its predecessors for many years, and which waterworks system or systems have been and can be increased or added to from time to time to meet and supply the wants of the said city, its predecessors and the inhabitants thereof. Upon information and belief the plaintiff alleges that the said water system or systems now owned, maintained and operated by the defendant the City of New York are capable of furnishing more than sufficient water for the use of the city and its inhabitants, and have cost the said city or its predecessors not less than the sum of one hundred million dollars (\$100,000,000), and that the present value of the said water system is greater than the said sum of one hundred million dollars (\$100,000,000); and that it will be a great and unnecessary waste and injury to the property, rights, funds and estate of the city of New York for it, or any of its officers, to authorize or permit the making of any contract with private individuals or private corporations for supplying the said city or the inhabitants thereof with water.

“Seventh. On information and belief the plaintiff alleges that the Ramapo Water Company has no property, plant or waterworks of any kind; that it has no cash capital, no resources and no pecuniary responsibility; that whether it ever had any property depends entirely upon whether or not it can procure the execution of the proposed contract, ‘Exhibit A,’ upon which alone it depends for the money to acquire property and construct waterworks, and without which it could neither acquire property, construct waterworks nor supply water. That promoters and persons interested in the Ramapo Water Company and certain persons in the city of New York have conspired, confederated and agreed together to cheat and defraud the city of New York by means of and through the execution of the proposed contract, ‘Exhibit A,’ whereby the city of New York would acquire the promise of an unnecessary supply of water in the future, to be paid for by the city at an exorbitant price, from which price the said promoters and those interested in the Ramapo Water Company would realize extravagant profits, to the great loss and damage of the city of New York. To accomplish this the proposed contract, ‘Exhibit A,’ is to be made and executed in its present form without the requisite details required by ordinary business prudence, without the sanction of the proper officials, without public biddings, as required by the charter, and contrary to law, and without power or authority in the Ramapo Water Company to make, enter into or execute any such agreement. That neither the proposed contract, ‘Exhibit A,’ nor the subject matter thereof, nor the question of the necessity or propriety of obtaining an additional water supply for the city of New York from the Ramapo Water Company, has been submitted to, considered by or acted upon by the board of estimate and apportionment or the municipal assembly of the said city of New York. That it is the intention of the defendant William Dalton, as commissioner of water supply, to execute the said proposed contract whenever authorized so to do by the vote of a majority of the board of public improvements, without any action by, assent to or sanction thereof by the board of estimate and apportionment or by the municipal assembly of the said city of New York, and without appropriation having been previously made covering the expense of the execution thereof.

"Eighth. That the plaintiff has no adequate remedy at law in the premises.

"Wherefore, plaintiff demands judgment against the defendant William Dalton, forever enjoining and restraining him from making, or attempting to make, sign or in anywise enter into, the proposed contract, 'Exhibit A,' annexed to this complaint, or any contract whatever, with the Ramapo Water Company for supplying water to the city of New York or its inhabitants; and also enjoining and restraining the said the city of New York from making, signing or entering into any such contract; and also enjoining and restraining the said Ramapo Water Company from making, signing or entering into any such contract; and also enjoining and restraining the said board of public improvements and each and every member thereof from authorizing, approving or assenting to, or voting to authorize, approve or assent to, the execution of any such contract with the defendant the Ramapo Water Company, and for such other and further relief as may be just and proper. ———, attorneys for plaintiff, 66 Broadway, New York city, Borough of Manhattan.

"State of New York, city and county of New York, ss: ———, being duly sworn, says he is the plaintiff in the above entitled action; that he has read the foregoing complaint, and that the same is true to his own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters he believes it to be true. Sworn to before me this ——— day of August, 1899.

"Exhibit A. Agreement made this ——— day of ———, 1899, by and between the Ramapo Water Company, a corporation of the State of New York (hereinafter called the Water Company), party of the first part, and the city of New York, a municipal corporation, by William Dalton, the commissioner of water supply of said corporation (hereinafter called the city of New York), as authorized by chapter 378, sections 415, 457 and 471 of the Laws of 1897, party of the second part.

"Whereas the said Water Company was duly incorporated on or about the 12th day of September, 1887, under and in pursuance of the act of the legislature of the State of New York, passed on the 17th day of February, 1840, entitled 'An act to authorize the formation of corporations for manufacturing, mining, mechanical

or chemical purposes,' and of the several acts of the said legislature amendatory thereof; and

"Whereas the said Water Company is authorized and empowered by law, and more particularly by the provisions of chapter 985, Laws of 1895, entitled 'An act to limit and define the powers of the Ramapo Water Company,' passed on the 11th day of June, 1895, to acquire such lands and waters along the sheds of the Ramapo and along such other watersheds and their tributaries as may be suitable for the purpose of accumulating, storing, deducting, selling, furnishing and supplying water for domestic and municipal purposes to any city, town and village, and may contract with any corporation in this State, public or private, to furnish water for the purposes mentioned; and

"Whereas the said Water Company has proposed to supply the city of New York with water from streams and lakes and their tributary watersheds in the State of New York west of the Hudson river, to be delivered at a pressure at the place of delivery due to an elevation of three hundred feet above the mean tide level; and

"Whereas the city of New York is authorized, under the provisions of chapter 985, section 3, Laws of 1895, to enter into a contract with said Water Company to furnish water for domestic and municipal purposes to said city for any length of time that may be deemed advisable; and

"Whereas the said commissioner of water supply has duly examined into the sources of the water supply so proposed to be furnished by the said Water Company, and has selected the Esopus and its tributary and connecting watersheds, and has determined that the supply from these sources will be adequate, and that water supplied from these sources will be pure and wholesome, and, being drawn from mountains and rock areas very sparsely populated, is, and will remain and continue to be, free from contamination and pollution, and has determined that said Water Company is duly authorized by law to do whatever is necessary to enable it to furnish and deliver to the city of New York and to its inhabitants the quantity of water which the said Water Company hereafter agrees to furnish and deliver at a pressure at the place of delivery due to an elevation of three hundred feet mean tide level; and

"Whereas preliminary to the execution of this contract the provisions of this contract in all its details in form and substance as herein provided were submitted to the board of public improvements of the city of New York, and the assent of such board, after such submission to it, was given by resolution to the execution of such proposed contract as so submitted:

"Now, therefore, this agreement witnesseth, that in consideration of the mutual covenants herein contained, and of one dollar (\$1) in hand paid by each party hereto to the other party hereto, the receipt whereof is hereby acknowledged, and in consideration of the construction by the said Water Company of the dams, reservoirs, conduits and pipe lines necessary to carry out the covenants and conditions of the said Water Company herein contained, the parties hereto have covenanted, promised and agreed, and hereby covenant, promise and agree, the party of the first part for itself, its successors and assigns, and the party of the second part for itself and assigns, as follows:

"1. The said Water Company, the party of the first part, will furnish, supply and deliver, by a gravity system of transmission, at its own cost and expense, water to be taken from the Esopus and its tributary and connecting watersheds west of the Hudson river and in the State of New York, to the party of the second part, the city of New York, at the time and place and in the manner and under the conditions hereinafter specified, and will accept as full compensation therefor the sum of seventy dollars (\$70) for each and every million gallons of such water so delivered.

"2. The said Water Company hereby covenants and agrees that the water so furnished, supplied and delivered shall not be drawn from any stream or lake the surface of which is at an elevation of less than four hundred and seventy feet above mean tide level, and that such water shall be of greater purity than the water supplied to the city of New York from the Croton and Long Island watersheds, as shown by the average of the analysis of the water from these sheds taken from the distributing reservoirs within the cities, which have been under the direction of the health officers of the city of New York and of the city of Brooklyn during the past year, as shown by the public record as compared with the average of the analyses for a like period of

the water to be furnished by the party of the second part, taken at the point of delivery to the city to be made by the health officers of the city of New York, or by the commissioner of water supply of said city.

“3. The said Water Company further covenants and agrees to furnish, supply and deliver to the city of New York two hundred million (200,000,000) gallons of such water at a pressure due to an elevation of 300 feet above mean tide level, on and during each and every day for the period of forty years, from and after the first day of ———, in the year 1902; subject, however, to the right of the city of New York (through its commissioner of water supply, or his successor in office or position) to reduce the quantity of supply to such number of gallons as to his judgment may be required, upon notice thereof to the party of the first part, except as hereinafter otherwise excepted, conditioned and provided; and to deliver such water to the party of the first part at the northern boundary line of the city of New York at the point of intersection thereof with the new Croton aqueduct.

“4. The said Water Company hereby covenants and agrees that it will construct, maintain and operate all such reservoirs, conduits and pipe lines as may be necessary to accumulate, store, furnish, supply and so deliver such water without cost or liability to the city of New York other than the payment of seventy dollars (\$70) for each and every million gallons of such water so furnished, supplied and delivered, as herein provided.

“5. The city of New York, in consideration of the covenants, premises and agreements of the said Water Company herein contained, covenants and agrees to accept and receive such water as it may require, not exceeding two hundred million gallons (200,000,000) of such water so delivered by the said Water Company, on and during each and every day from and after the first day of ———, in the year 1902, and the city of New York hereby covenants and agrees to pay, in regular quarterly payments, to the said Water Company, its successors and assigns, the sum of seventy dollars (\$70) for each and every million gallons of such water so delivered, not exceeding 200,000,000 daily.

“6. The city of New York agrees to authorize, and does hereby authorize, the said Water Company to act as the agent and representative of the city of New York, so far as it may lawfully do

so, in doing whatever may be necessary for the fulfillment of this contract, provided and conditioned that the city of New York shall not incur, or be or become liable for, any cost or expenditure on account thereof or in connection therewith.

"7. It is hereby agreed by and between the parties thereto that the agreement of the said Water Company to furnish, supply and deliver to the city of New York, and of the city of New York to accept, receive and pay for, not exceeding two hundred million (200,000,000) gallons of water on each and every day from and after the first day of ———, 1902, as hereinbefore expressed, are made subject to, and conditioned upon, the further understanding and agreement hereby made by and between the parties hereto that, in consideration of the promise of the said Water Company, hereby given, to expedite and hasten the completion of its work so as to enable it to deliver such water or a part thereof prior to that date. The city of New York hereby agrees to accept, receive and pay for, as hereinbefore provided, that quantity of water or any part thereof so required, whenever such water shall be furnished and delivered by the party of the first part prior to said date upon the condition that the said Water Company shall notify the said commissioner of water supply that it will deliver the quantity of water or a part thereof during the next ensuing year, giving in such notification the quantity to be delivered and the date or dates upon which the delivery of the quantity or quantities, if the quantity to be delivered daily is to be increased during the year, will commence; such notification to be so given not less than thirty days prior to the beginning of the year during which the delivery of such quantity of water or a part thereof shall be so commenced.

"8. It is hereby agreed by and between the parties hereto that the time herein fixed for the delivery of such water as herein provided may be deferred, at the option of the said Water Company, for a period equal to the time during which the said Water Company shall be delayed or interfered with in the construction of the works necessary for the delivery of such water, by any injunction or legal proceeding, or by strikes of workmen, or by any other cause of delay not within the power of the said Water Company to remedy or overcome.

"9. It is further understood and agreed by and between the

parties hereto that the failure to deliver such water, or any part thereof, at any time after the commencement of such delivery, caused by an accident or an injury to the works of the said Water Company, shall not invalidate this contract, provided such injury or cause of failure shall be repaired or removed by the said Water Company as soon as may be practicable, and that if the said Water Company cannot, by reason of such accident or injury, deliver the full quantity of two hundred million (200,000,000) gallons daily the city of New York shall pay only for the quantity of water that can be delivered.

"10. It is hereby further agreed by and between the parties hereto that this contract may be modified, altered or amended hereafter in such manner as the parties may deem necessary or desirable.

"11. The said Water Company covenants and agrees that no laborer, workman or mechanic whom it may have in its employ or in the employ of its subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by this contract, shall be permitted or required to work more than eight hours in any one calendar day, except in cases of extraordinary emergency, caused by fire, flood or danger to life or property; and it is further covenanted and agreed that each such laborer, workman or mechanic employed by said Water Company, its subcontractors or other person in, about or upon such public work, shall receive such wages as are provided for by chapter 415 of the Laws of 1887, as amended by chapter 567 of the Laws of 1899; and it is further covenanted and agreed that, upon the failure to comply with the provisions of section 3 of chapter 567 of the Laws of 1899 this contract shall be void and of no effect.

"The said Water Company shall furnish a bond to the amount of one hundred thousand dollars (\$100,000) for the faithful performance of the above agreement.

"In witness whereof the parties hereto, by their duly authorized officers, have respectfully signed the corporate seals of the parties, and fixed the corporate seals of the parties hereto, the day and the year first above written; and have duly executed this agreement in triplicate, one part of which is to remain with the commissioner of water supply, one part to be filed with the

comptroller of the city of New York, and the third to be delivered to the party of the second part. Signed and sealed in the presence of ———.

“Approved as to form. John Whalen, Corporation Counsel.

“City of New York and county of New York, on the ——— day of ———, 1899, before me personally came William Dalton, to me known, and known to me to be the commissioner of water supply of the city of New York, and the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same as such commissioner of water supply of the city of New York for the purpose therein mentioned.

“City of New York and county of New York, on this ——— day of ———, 1899, before me personally came ———, to me known, and known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purpose herein mentioned.”

DAVID T. DAVIES, called as a witness, being duly sworn, examined by Mr. Moss, testified as follows:

In the year 1894 I purchased 500 shares, fully paid, of the Ramapo Improvement Company. I bought it on the Real Estate Exchange. I bought with it a lot of mining stock that was sold. The receiver of the Monroe National Bank sold a lot of miscellaneous stock in which was this certificate. I think I paid for the whole lot \$46, including these 500 shares.

Mr. Moss—I will read the certificate in evidence: “Number 140. Ramapo Improvement Company. 500 shares. Capital \$10,000,000. Shares \$100 each. Monroe, Orange county, N. Y. This is to certify that Daniel Jackson is entitled to 500 fully paid shares of the capital stock of the Ramapo Improvement Company, transferable only on the books of the company, in person or by attorney, on surrender of this certificate. Such shares being subject to no assessment. Monroe, Orange county, N. Y., September 29, 1883. Daniel Jackson. William H. Baker, President. Endorsed in blank, October 1, 1883: Daniel Jackson. William Sturgiss, witness.

WILLIAM DALTON, recalled:

Q. Mr. Dalton, did you go into your office possessed of any special acquirement of knowledge or ability in the matter of engineering and water supply? A. Well, so far as engineering, yes, sir; I owned an engine for some years. At my place of business we manufactured butchers' supplies and did carpenter work. It was small, about eight horsepower.

Q. Then the only engineering ability that you had, at least practically, was gained in being the owner—part owner—of an eight horsepower engine in a factory? A. No, I served my term as a mechanic, carpenter trade. I had no special knowledge or ability on the subject of grand engineering or in water supply; none further than what I had read of it.

Q. Then it is true, Mr. Dalton, that you were not in a position yourself to antagonize the opinions of engineering experts on the subject of water supply? A. No, that is not true, Mr. Moss. I had my engineer there, Mr. Birdsall, and I am guided entirely by what he says in engineering matters. Mr. Birdsall has advised me that the opinions of Engineers McBain, Prose, Rice and others were incorrect.

Q. Has he advised you that it is to the interest of the city that it should buy water rather than develop its own system; has he advised you that? A. Mr. Birdsall has advised me, and he has been with me on several occasions to try to obtain money for the purpose of extending our own water plant; up to the present time we have been unable to do it. Mr. Birdsall's advice has been to extend our own water plant, and I have not done that because I haven't had money. That is one reason. All this time the work is going on on the great Cornell dam, and will be for some years to come. The engineer of the department has advised me that we must get water from some place.

Q. But you said you yourself do not possess the engineering ability to combat the opinions of the engineers whom I have named, and all of whom have condemned this very proposition to get water by purchase and in particular to get water from the Ramapo company? A. Do you think, Mr. Moss, we are called upon to get people from Boston to come here——

Q. Has Mr. Birdsall advised you that the Ramapo contract was a thing which should be gone into? A. If nothing else could be done.

Q. When did he advise you that way? A. We talked it over several times; at different times.

Q. When last? A. A day or two ago—this morning—different times. He did not tell me this morning I should go into the Ramapo contract.

Q. When did Mr. Birdsall last tell you you should enter into the Ramapo contract? A. I don't think Mr. Birdsall told me to enter into the Ramapo contract if anything else could be done.

Q. When did he ever tell you that you ought to enter into a contract with the Ramapo company upon the propositions that you have submitted to the board of public improvements? A. I don't remember what particular time.

Q. Did he really tell you you ought to enter? A. Yes, sir, Mr. Birdsall has seen this before.

Q. Did he ever tell you before that meeting of the board of public improvement that you ought to enter into the contract with the Ramapo Improvement Company? A. Mr. Birdsall has told me we must get water, and citizens of this city told me that there was no other way to get it.

Q. Mr. Dalton, Did Mr. Birdsall tell you before the meeting of the board of public improvements that you ought to enter into the contract with the Ramapo Company? Did he, yes, or no? A. Mr. Birdsall will answer that question.

Q. I am asking you, you are the commissioner. A. Mr. Birdsall and myself and Mr. Holahan has talked this over from time to time, about getting water——

Q. I ask you again, before this matter came up in the board of public improvements, did Mr. Birdsall, your chief engineer, advise you to enter in to that contract with the Ramapo Company, yes or no? A. Will you allow me to put it this way——

Q. No, I want an answer, yes or no, and then you can explain it? A. Well, then, I will state it this way; Mr. Birdsall and I have talked this over——

The Chairman—Answer the question, yes or no, and then make the statement.

The Witness—I want to be fair. I have been a member of the Legislature for years. I have been a member of investigating committees, and I have always tried to be fair in all my dealings with anybody. I am not a lawyer. I am only a plain mechanic.

The Chairman—Can you answer the question, yes or no?

The Witness—I can answer the question that we talked about it there and there was no other way; he said if there was no other way to get it that was the way.

Q. Did Mr. Birdsall say if there was no other way to enter into the Ramapo contract? A. I won't say Ramapo, the contract was with some people in the mountains.

Q. What people? A. Any people.

Q. When did he say that? A. Any time we spoke about it.

Q. For how much water? A. As much as we needed.

Q. Any amount ever mentioned? A. In this particular contract?

Q. No, in the conversation with Mr. Birdsall? A. In this particular matter Mr. Birdsall thought I ought to get more than 200,000,000, it ought to be 250,000,000.

Q. It should be 250,000,000 under this contract? A. Yes, sir.

Q. Before you put that contract before the board of public improvements did Mr. Birdsall advise you to enter into it? A. Mr. Birdsall saw the contract and read it.

Q. Did he advise you to enter into it? A. Well, I didn't ask his advice.

Q. That is a fair answer. You didn't ask his advice, and, of course, if you didn't ask his advice he didn't advise you, did he? A. Yes, if nothing else could be done there was no way out of it.

Q. Did he give you such advice as that before the meeting of the board of public improvements? A. There has nobody come to advise me different now. Where could we go for water?

Q. When was it that Mr. Birdsall advised you, prior to the meeting of the board of public improvements, to enter into that contract? A. I don't remember.

Q. You say you didn't ask his advice, did he volunteer it? A. We have talked this over several times.

Q. Did he volunteer the advice that you should make a contract with the Ramapo Company? I am anxious to find out all

of the persons interested in pushing forward this Ramapo contract. A. I want to help you.

Q. And I want to find out if Mr. Birdsall was one of the people who was in that arrangement to get that Ramapo contract out?

A. No.

Q. Now did Mr. Birdsall advise you, prior to the meeting of the board of public improvements, to enter into that contract with the Water Company? A. Mr. Birdsall advised me there was no other way to do.

Mr. Moss—I cannot get a direct answer from you. Mr. Birdsall, are you here? You may answer from where you are. Did you, prior to the meeting of the board of public improvements, advise Commissioner Dalton to enter into this contract with the Ramapo Water Company? Yes, or no.

Mr. Birdsall—Not with the Ramapo Water Company.

Q. Did you advise him to enter into any contract in the shape and form of this contract? A. I did not see that contract before the meeting of the board of public improvements.

Q. Now, Mr. Dalton, is that true, what Mr. Birdsall has just said, that he did not see this Ramapo contract before the meeting of the board of public improvements? A. I think there is a mistake about that. I think Mr. Birdsall saw that in the corporation counsel's office. Mr. Birdsall represented me there. I did not go there.

Q. How was it there in the corporation counsel's office? A. Taken there by Mr. Holahan and myself. I don't know who drew the contract that I took to Mr. Whalen's office. I got it from the president of the board of public improvements, Mr. Holahan. The contract was sent to Mr. Holahan.

Q. Who sent it to Mr. Holahan? A. He will have to answer that.

Q. Was that the very first contract that you say went to Mr. Holahan first? A. That was the only contract I saw.

Q. And it was Mr. Holahan, the president of the board of public improvements, who brought the matter to your attention, the commissioner of water supply, was it? A. All matters were sent to Mr. Holahan. The first propositions were sent to Mr. Holahan.

The contract was sent to Mr. Holahan—anything that was addressed to the board of public improvements.

Q. This contract is made originally with the commissioner of water supply, and not with Mr. Holahan? A. I understand that——

Q. And the design of the charter is that such matters should originate with the commissioner of water supply? A. I understand that——

Q. And when the commissioner is satisfied with it, he brings it before the board of public improvements, does he not? A. That is correct.

Q. Will you tell me how it came that this matter was so inverted that it got to the board of public improvements first and was brought to your attention by the board? A. The first proposition of the Ramapo people, way back in 1898, was submitted to Mr. Holahan. It was sent to him first; and I suggested to Mr. Holahan that the matter ought to come up in the board, as they had a large room, and the people of New York ought to have a hearing in the matter. That was the first hearing. I want to say this: It was first spoken about to Mr. Holahan. The proposition was sent away back in 1898; and I said it ought to come up before the board of public improvements. I thought it was the proper place to have a hearing, before any action was taken in the matter, and there was a hearing. And then when the contract was drawn, instead of going to me it was sent to Mr. Holahan direct, the same as the proposition. Mr. Holahan sent over for me, and brought it down to me, and we went up to his office and we talked it over there. Mr. Holahan and myself sent for the counsel of the Company, Mr. Lauterbach. We talked the matter over there. We thought then that it was just a little loose contract. We had the contract before us there. When I say "loose," I mean to say we thought there ought to be some changes made. Mr. Holahan and I kept it there some time, and talked it over several times. I think Mr. Holahan had several other conversations—at least he has informed me—with Mr. Lauterbach on the proposition. We then sent it to Mr. Whalen. He kept it some little time there, I don't know just how long; and then we sent over to Mr. Whalen. Mr. Holahan went over for the contract. I didn't go over. Mr. Birdsall went with him.

I don't know whether Mr. Holahan is an engineer or not. I have known him a good while. He is a fellow district leader with me. A district leader could be an engineer, too. I knew him before he was a district leader. As a scientific engineer—I never heard of him in that branch of business. I never heard that Mr. Whalen was an engineer. I don't know what Mr. Whalen's business was—a lawyer.

Q. Let us see! You had this contract before you. Mr. Holahan, not an engineer, and yourself, brought up as a carpenter and butcher, and holding some other public offices—— A. As a mechanic as well.

Q. And as a mechanic? In what line? Carpenter? A. Yes, sir, carpenter.

Q. Working with your hands? A. With tools; yes, sir.

Q. And Mr. Whalen, a lawyer. And you three gentlemen addressed yourselves to a contract involving engineering problems, and calling for the expenditure of two hundred millions of dollars, and you came to the conclusion that the contract was a little loose? A. No; that was when it first came.

Q. Where is that "first came" contract? A. Mr. Holahan has it.

Mr. Moss—Have you it, Mr. Holahan?

Mr. Holahan (from the audience)—What is that?

Mr. Moss—The first draft of the contract.

Mr. Holahan—The first draft?

Mr. Moss—Yes, the contract that the witness has said was loose.

Mr. Holahan—The corporation counsel.

Mr. Moss—Has Mr. Whalen any representative here with that paper? We might telephone over there for some one to send over the draft of the first Ramapo contract.

Mr. Holahan—Mr. Moss, I can tell you the changes he made.

Mr. Moss—Not just yet. I would like to have that paper. Mr. Birdsall has testified that prior to the public meeting of the board of public improvements, where you urged the immediate adoption of that paper, he had not seen it, and you have no distinct recollection of any definite conversation with him about it. Will you tell me where you got the engineering advice, the en-

gineering experience, that was necessary or advisable to be put on that contract in the interests of the city of New York?

The Witness—From Mr. Birdsall.

Mr. Moss—But Mr. Birdsall says he did not see the contract.

The Witness—Well, as I said before, we want to be fair about this matter. You wouldn't want to take any advantage of me, nor I of you. You said a minute ago Mr. Holahan, who was not an engineer, and Mr. Whalen, who was not, and myself, sat down to fix that contract.

Mr. Moss—No; to examine the contract.

The Witness—That is not true. Mr. Whalen was not there at the time, Mr. Holahan and myself went over it. When it went to Mr. Whalen for amendment or for him to look it over and put it in shape, I was not there. Mr. Holahan went, and Mr. Birdsall went in my place. Mr. Birdsall was present, but not myself, when these amendments were made to the contract, as I understand it. I was not there. But Mr. Holahan and Mr. Birdsall went over with the contract.

Q. Now, you are the commissioner, the one primarily responsible, the one to sign the contract. It is a little contract for so much money, when you come to look at the size of it. What did you do, as a public officer, having the interests of the people in your charge and keeping, to satisfy yourself that this proposition was a possibility in engineering, that it could be done, and that it was going to be done upon plans that would not break down? What did you do to satisfy yourself about that? A. Looked at the contract. I just said Mr. Birdsall represented me before the corporation counsel.

Q. But while Mr. Birdsall, if that be true, was sitting in the corporation counsel's office, talking over that contract, he was not addressing himself to engineering problems? A. You spoke as to what was done previous to bringing up the contract.

Q. I say, what did you do to get the knowledge and information necessary to determine the engineering problems and difficulties, and the advisability from an engineering standpoint of entering into this contract? A. I went up there and saw the work and went to the Ramapo watershed, and took what I considered the best engineer in this country with me, and what judges on the

bench have said was the best engineer in this country with me, and we went over it—and that is Mr. Birdsall. I took Mr. Birdsall with me, with three other engineers. Mr. Holahan took his engineer, Chief Engineer Risse, of his department. There was a Mr. Nostrand, engineer of the company, and Mr. Jenks, of the company. I was the commissioner, and I took up my engineer, who was my official subordinate. Mr. Holahan, the commissioner, took up his engineer, who was his subordinate, and the company took up two engineers, who were their subordinates. That was the engineering advice—that is, the engineers advised on that day. We spent two days. We drove over the watersheds. We spent two days driving around, and were shown to different watersheds there. They looked like any other watershed.

Q. Then what was the reason of going away up there? A. I don't know what you are getting at.

Q. If they looked like other watersheds what was the use of going to Esopus? A. They wouldn't look like our watersheds, perhaps, six or seven years from now, if our watersheds were empty—given out. The engineers told me they would not—everybody; lots of people have told me that in four or five or six years from now we would need water; and I want to say now I have been told that if we had no rain from now until the first of December we would need more water here. I do not mean to say that the extent of the engineering investigation that I made was to go with these gentlemen and spend two days up there in this Esopus valley. We went up only to verify what the engineers of the company had stated, and what I had heard from time to time.

Q. What did they state? A. What their report had brought up at the time of the investigation, when we had a hearing, in June, 1898. We had the board of fire underwriters there, with their engineers.

Q. Did the board of fire underwriters advise you to enter into that contract with the Ramapo Company? A. The board of fire underwriters advised me that we ought to have more water and better pressure. We went up there to verify what those engineers had said at that hearing.

Q. What was it you verified? A. I suppose that would have to be told by the engineers who went up there. I went up there to satisfy myself.

Q. To verify the statements? What statements did you verify there that day? A. I think the engineers could better answer that.

Q. Can you answer it? A. I would rather leave that for the engineers.

Q. Can you answer it? A. I won't answer that question.

Q. You cannot remember? Did you take any written memorandum of what you saw? A. Yes, sir; there was some little memoranda taken down. I didn't take any down myself. I did not see any reservoirs, any constructed reservoirs, there. We saw large dams; water running over there, I don't know how many millions they figured out a minute there, running over the dam. I don't remember the name now where the dam was, a queer place there. I don't remember how many gallons were running over that dam. I couldn't say how many reservoir sites I inspected. We drove off two days over this—

Q. Of course; but how many reservoir sites did you inspect? A. Those were all engineering matters. I don't know how many reservoirs the engineers told me could be built there.

Q. Did you see any reservoir sites that were as high as four hundred feet above tide level? A. Well, I couldn't tell from where we were. I know we were up very high.

Q. Were you informed that any site you were looking at was more than four hundred feet above tide level? A. I know that one of the engineers had a—I don't know what you call it; a chronometer, or kind of watch, by which he could tell how high we were.

Q. Your experience in engineering does not tell you what that was? A. I forget now. I couldn't say how many reservoir sites the engineer showed me with his little machine that were above four hundred feet high. I suppose there were places in the Esopus creek that we could wade over—cross by wading. There is in all watersheds.

Q. You could walk over it dry shod? A. There is places in our own watershed where there is times millions of gallons are going to waste, and at times where you could not—

Mr. Moss—I am speaking of the time you were there.

The Witness—All watersheds.

Q. Was it so when you were there? A. In places I suppose there was.

Q. First, in the latter part of the reasons which you gave for entering into this contract, you say: "I find these views confirmed by the judgment of eminent engineers. For the purpose of making some personal observations and obtaining practical knowledge of the conditions and capacities of the available watersheds in the hills and mountains west of the Hudson river, I made a tour of examination." You say, "For the purpose of making some personal observations and obtaining practical knowledge." Now, what practical knowledge did you obtain? You told the board of public improvements that you had gone up there and gained practical knowledge. What was that practical knowledge? A. I went up there and saw for myself those watersheds; the streams. It amounted to a whole lot; millions and millions of gallons of water running over the dam, going to waste, which could be used here and ought to be taken and used here, if there was no better way of getting water. The report will show how many millions of gallons of water pass over the little dam at Bronx park every year. There are millions.

Q. It does not take a very big dam to allow millions of gallons of water to go over it, does it? A. I mean in a day. I don't mean in a year.

Q. I call special attention to the statements of yours, because they were the formal statements made by you in the board of public improvements, in which you urged that board to make the contract. They must have relied on your statements, your colleagues who voted for it? A. I think so.

Q. You say this also: "It presents the very great advantage of a large number of natural sites for storage reservoirs." How many natural sites for storage reservoirs did that present? A. I think my report covers that. I can't tell from memory. I could not tell whether there were two natural sites from memory.

Examined by the Chairman:

I don't remember just the date this contract was made. It was made after the hearing that we gave those Ramapo people. The hearing was in June. It was shortly after that. I don't remember. I think it was the latter part of June or July; I think about that time.

By Mr. Moss:

Q. You also say about these natural sites, that they can be made available with comparatively small cost in the construction of dams, sluices, etc. Who told you that? A. That is the information we got that day, while we were up on that tour. It was conversation amongst the engineers up there. It was the statement made by the people at the hearing, the Ramapo people, as we call them.

Q. You were urging upon your associates in the board of public improvements, who did not have your advantages for understanding your own department, that they should vote for this contract, and you made the distinct and positive statement that these reservoirs could be constructed with comparatively small cost for the construction of dams. What engineer told you that would be of small cost? A. The engineers of the company made that statement at the hearing. I have reason to suppose that those reservoirs would cost less than the reservoirs in our present supply system. The engineer of Brooklyn made a report of the three different systems here some time ago, and he stated that the Ramapo was the cheapest. He reported on the Ramapo system. That was one of the three.

Q. Was that the system you were looking at? A. That was the Ramapo system.

Q. You are speaking now of Engineer Worthen, who got out for Mr. White, of Brooklyn, a report upon the comparative cost of different fields of water supply for him, are you not? A. I am speaking now of the report got up by the Brooklyn engineer—I think Mr. Debroney. Mr. White was one of them, and I think Mr. Van Buren. They said that this Ramapo system was the cheapest of the three.

Q. I ask you if that statement was that the Brooklyn engineers reported the same system you went to look at in June?

A. I don't know just what part of the Ramapo they went to. There is different parts of the Ramapo. I went to the Ramapo last June. I went to those watersheds. We went up to the sheds that the Ramapo people claim they own, in Ulster county.

Q. You have referred to the report of the Brooklyn engineers about the cheap Ramapo system. Where was their system?

A. That was a part of the Ramapo, too, a part of what I looked at. To the best of my belief it is.

Mr. Moss—Why, Mr. Dalton?

The Witness—You think it is the lower end—the Jersey end?

Q. Did you go anywhere near the Ramapo river last year?

A. No; we didn't go to the Ramapo river.

Q. Do you think you have been making an arrangement with the Ramapo people to get water from the Ramapo system? A. We went to the place where we thought they would give us better water.

Q. Do you know that the report that those Brooklyn engineers made was concerning the Ramapo system, the watershed of the Ramapo river? A. There has been so many reports on the Ramapo—

Q. You are speaking about that. I asked you how you knew that those dams could be constructed, and you referred to the report of the Brooklyn engineers. I now call your attention to the fact that that report was figured on the watershed of the Ramapo river, and you know it was so, because you told us you went to look at a better one. What did you mean by referring us to the Brooklyn report? Did you think we did not know that the Brooklyn report referred to an entirely different watershed, or did not you not know it? A. No, there has been more than one report on it.

Q. Has there been any report made to the Brooklyn engineers or by the Brooklyn engineers on the Esopus watershed? A. I don't know.,

Q. Then you do not mean to refer to any Esopus report of the Brooklyn engineers, do you? A. This is the Esopus, isn't it?

Q. Do you mean to say that you, the water commissioner, and the man primarily responsible, testifying here to-day as you

have, did not know the fact that the water supply that the Ramapo people are trying to give us is not the Ramapo river supply at all? Did you not know that? A. You speak of being to the Ramapo river.

Q. I have here a report referred to by the witness, a report on the future extension of water supply for the city of Brooklyn, 1896, in which I show you a plate entitled "Contour map of the Ramapo watershed," the lower line of which shows the town of Suffern, and I suppose we will take judicial notice of the fact that the town of Suffern is not anywhere near Esopus creek. I just refer to this here. We can hardly put the map in evidence. When you told us that you told your colleagues these dams could be built cheaply, because the Brooklyn engineers had reported a cheap method of getting water from the Ramapo system—— A. I don't mention anything about the Brooklyn engineers in my report.

Q. You were speaking about this. You do know that there was a report by the Brooklyn engineers that a comparatively cheap supply could be got from the Ramapo watershed, do you not? And that was the Ramapo river watershed, was it not? Do you know? A. I am not positive about that.

Q. Do you really think, with all your knowledge, and the advice and aid that you had, that when you went up to Esopus creek, to look at the reservoir sites, you do not remember distinctly that you were looking at that cheap system that was mentioned in this most beautiful report of Mr. White's, in 1896, under the title of the Ramapo watershed? Did you think it was that? A. No, I did not.

Q. Then why did you tell me so when I asked you the question? Why did you say that the dams up on Esopus creek could be built cheaply because the Brooklyn engineers had brought it out in their report? Were you trying to mislead me? A. No, sir.

Q. Did you know that I have this report here? A. I won't try to mislead you, Mr. Moss.

Mr. Moss—I want to make it clear, because it would appear that you did.

The Witness—No.

Q. As a matter of fact, did you know whether or not these storage dams could be constructed cheaply or not? A. Yes, sir, I believed they could from the explanation that was given to us riding around, and explaining by the engineers of the Ramapo Company, that here was the valley away down, and the hills all around, and it would be very little expense to construct them. We had no borings. I could not tell what kind of bottom these dams would have to rest on. I could not tell what foundations they would have to have only from what I have heard from the engineers. I did not learn anything about the tremendous rapidity with which the water runs down the hills from the Esopus creek sometimes. I was told that the dams would have to be made unusually strong to resist at times the great cloudbursts.

Q. Do you think that dams that would have to be built with great strength to resist the sudden impact of water are likely to be constructed with comparative cheapness? A. No, not with comparative cheapness.

Q. That is what you say, "comparatively small cost." What were you comparing it with? A. I was comparing it with the necessity there was for water at the time, and will be in a few years. I think it is a small cost, no matter what it cost, so long as we get the water. The board of public improvements, through which these matters must go, is composed mostly of officers not elected by the city, excepting the borough presidents. The borough president is limited to his own borough. There are only two elected officers in that board outside of the borough presidents, the comptroller and the mayor. All the other eight are appointed. The board is composed of the heads of each of the public works departments. Each commissioner has his own field of work to attend to, and that is plenty to keep him busy. When I go into the board of public improvements, we fellow commissioners are obliged to rely largely upon the recommendations of the commissioner whose work stands in question. I would take Mr. Keating's recommendation. I would take Mr. Kearney's recommendation. I would not think it necessary to make a private investigation of a matter which they declared positively was all right. I would take their word. I suppose they took my word when I

made these statements. Mr. Holahan went with me to the Esopus valley.

Q. You say in your statement, "private capital stands ready to construct the works." How did you know that? A. From the statements from the Ramapo people at the hearing. They did not tell me whose private capital stood ready to build the work. My colleagues heard that statement as well as myself.

Q. But you were the man responsible, and I want you to tell us who was to furnish the money? A. I don't know. You have read in my hearing this morning the annual reports in which this company confesses to very small assets. I didn't make any investigation to find out the assets of the company.

Q. How do you know that private capital stood ready to construct this work? A. Well, they put up a bond there, \$100,000. As the commissioner of water supply, in my official position as the guardian of the interests of New York city, responsible to the mayor, liable to be removed by the mayor if I neglected my duty, I considered that I was performing my duty to the city of New York in accepting the bond for \$100,000.

Q. Why did you think that was enough? A. What loss could the city meet?

Q. Why are you going into this contract, this immense departure from municipal ownership? A. Because there was no other way to get water that I can see, because we needed water, will need it badly in a short time.

Q. And that was the excuse for departing from the principle of your own party and from the established custom? A. No, not altogether; that is not the reason. We needed the money to extend our own waterworks, and we can't get it.

Q. You intend to extend our own waterworks in addition to this Ramapo business? A. If we had the money at the time there would be no contract made; but up to a few days ago I understood—I realized that while waiting for the Ramapo Company to build their system we would lose three years. It would take over three years.

Q. How would they begin to deliver water in 1902 if it would take over three years? A. I think I ought to have made that a little longer even—1903 or 1904. It would depend how much force was put on and what obstacles were put in the way.

Q. When did you come to the conclusion that 1902 should be 1903 or 1904? A. When you sift it down and think, 1902 is a short time.

Q. No, I asked you when did you come to that conclusion? A. It struck me after the report was read, although I read it myself two or three times before that—it struck me that we might have made it a year or two longer. The company did not want to make it a year or two longer. It would depend on the force of men put on whether the company could do this work in two or three years. I won't say that I doubt their ability to do it, because I say it depends on the amount of labor that would be hired and how it could be rushed. Night and day, I suppose it could be done in that time.

Q. Have you any idea that the amount of labor to construct this work and the pipe system could be accomplished in three years for fifteen millions of dollars? A. If they proceeded to build it.

Q. For fifteen millions of dollars. I do not care who builds it? A. I could not say. I am not sure about that.

Q. Do you not think it a peculiar thing that the company should be satisfied with a three-year term and not ask for any more time? A. Well, they haven't asked for any more.

Q. Do you not think that strange? A. No; I think the company think they can build it in that time.

Q. Yes, they have given a bond that they will build it in that time—a bond for \$100,000. Was that company worth any money? A. I don't know, only from their own statement.

Q. Did they state they were worth any money? A. Well, Mr. Holahan and myself went into that a little bit with Mr. Lauterbach at the hearing. They made the statement at the hearing. I don't remember just what they said.

Q. What was the effect of it? A. It is in the records, I suppose, what was said at the hearing.

Q. But you are the commissioner. Did they say they had any property? A. Yes, sir. They spoke about this great shed up there. I don't know whether they own the shed or not. I never knew, only from their own statement.

Q. Did they state that they owned it? A. They made that statement, I believe, at the hearing.

Q. They stated that they owned the watershed? A. As to owning it, or having an option on it, I won't be positive. I know what an option is. I have had an option on a thing at times. I have had a chance to make money on it.

Q. Does it take money to make an option valuable? A. If they didn't think they had money I don't suppose they would give an option on it. A farmer might give an option for ten dollars or fifteen dollars on land that he could not sell to anybody, and then he is ten dollars or fifteen dollars in. But he would not part with the land until the company came up with the value of it. I don't know how much value there was to the option at the time. I don't know how much money they had to buy their options in.

Q. Why! Why! You say here a proposition has been presented by a responsible company. That is your statement to your fellow commissioners? A. Yes, sir.

Q. Who were led into voting for this proposition presumably on your statement? A. That is a statement made to me by this company and to the board, and upon that they put up \$100,000. The company made the statement to me, and on a two hundred million dollar contract put up a bond of \$100,000. They put up a bond for \$50,000 for the removal of the aqueduct on Fourth avenue.

Q. And \$100,000 dollars for supplying a million and a half gallons for the Citizen's Water Supply Company in Newtown? A. \$100,000.

Q. A little contract with the Newtown Company took a bond of \$100,000. What was the difference? The Newtown company had a plant and had property and had works in operation and you could see their title deeds. Did you ever see a title deed of the Ramapo Company? A. No, sir.

Q. Did any Ramapo Company man ever tell you that the company owned a dollar's worth of ground? A. I am not positive, but I think that statement was made at the board of public improvements. I don't know how much. I never looked to find out. I believe it to be a responsible company, from the statements made to me by the company.

Q. Now I will go a little further with these reasons. "The company has taken all necessary legal steps to secure this water

supply." What legal steps had it taken? What necessary legal steps had it taken to secure that water supply? That is a statement of facts? A. I think all those you will find in my report.

Q. I am not talking about that report. I am talking about your knowledge. That is signed "William Dalton" and it is on the record now, over your signature. What steps had they taken to secure the necessary rights, to secure the water supply? Can you answer that? A. No, not offhand.

Q. Then why did you in this solemn matter and solemn manner and this matter of prime importance tell the people of New York through the City Record, and tell your associates as a matter of fact, "This company has taken all the necessary steps to secure this water supply?" Why did you do it? A. Because I had reports from them that they had, and I believed them.

Q. What was your great concern in this company? A. To give the people of New York a better supply, a larger supply of water; to give them the water.

Q. But how did you know you were giving it to them by going into this contract? A. There was no other way to get water.

Q. I know; but because there was no other way of getting water would you bore into the hot region for it? A. No.

Q. You would not expect to get it there, would you? A. I knew it was there, was satisfied it was there, and it was the nearest place to New York to get it. I know something about the watershed around the Pocantico hills. I have heard of it. I received propositions from other water companies.

Q. I ask you, did you have propositions from companies which owned more or less property, offering to give to the city of New York practically any quantity of water, as much as two hundred millions if you wanted it, and offering to give large quantities of water at \$15 a million? Did you have such propositions? A. I don't know of any company, any responsible company or any other company.

Q. Any responsible company? Do you know of any company as responsible as the Ramapo Company? A. That can give us the water? I don't know of any other company that can give us the water.

Q. Do you know of any company as responsible as the Ramapo Company, showing as much property as the Ramapo Company,

which could show you deeds for it, that offered to give the city of New York large quantities of water at \$15 a million? A. I know of no company that could give it to us.

Q. Do you know of any company that offered to give it to you?

A. I know there was one company offered to give us water for nothing.

Mr. Moss—I am not talking about the Long Island Company, but the Westchester, New York and Consolidated Water Company.

The Witness—They can't give it to us; they hadn't any money.

Q. If you made a contract upon which they could issue bonds and stocks and sell them, they could get the money just as well as the Ramapo Company, could they not? A. No, they could not. We went all over that. Nobody ever told me that the people interested in the Ramapo expected to get rich very quickly after the meeting of the board of public improvements. I never thought about how they could go to work, when they did not have any property, and go through the form of building an aqueduct. I only thought of getting the water for the people.

Mr. Moss—Listen to this. If a company is willing to go into a two hundred million dollar contract which, among other things, will call for the erection of large numbers of reservoirs and a double steel pipe line 81 miles long, each pipe being 8 feet 3 inches in diameter, amounting to 416,000 tons of steel plate, did it ever occur to you that a company which would go into such a stupendous arrangement, having no money of its own, would be able to work it out in a time two years shorter than you think it ought to be?

The Witness—No.

Q. And if they were willing to undertake this stupendous job in a time that is a physical impossibility to perform it in, how did you think they were going to make their money out of it?

A. I never thought about how they were going to make money.

Q. By selling their bonds and stock and unloading them? A. I never thought about that.

Mr. Moss—Did you ever hear of the Great South Sea Bubble? Did you ever read about that?

The Witness—No.

Mr. Moss—That is in the advanced course of engineering, and is respectfully commended to all persons interested in supplying water to great cities. I will put it to you once more. I will ask you this question first: How did you suppose that this company was going to bring the water from the Esopus creek to New York, eighty-one miles? In what? A. In pipes, of course. That has been gone over half a dozen times, Mr. Moss. The statements were made at the meeting.

Q. Are there any plans and specifications in existence for the construction of these works? A. I believe the company has them.

Q. Are there any dams to be built of wood? A. I could not tell. I am not an engineer.

Q. Are the pipes to rest on wooden or brick or stone structures? A. I don't know.

Q. Are the pipes to be underground, on the ground or above the ground? A. I suppose they will be under ground in places and perhaps above ground; under water—

Q. Will they be under ground or above the ground when they reach the northern end of New York city? A. Under the river, when they come across.

Q. Where does the contract say that these pipes shall connect with New York? A. At the northern boundary of New York. I don't know just where.

Q. At the intersection with the Croton aqueduct? A. I don't know. That is a matter for the engineers to fix.

Q. Do you understand that when these pipes reach the northern limit of New York city they are to be under the ground, upon the ground or above the ground? A. As I understand, they will come across the river.

Q. The Croton aqueduct is not in the river, is it? A. No; I know it is not.

Q. Where are they coming across the river? A. It does not state where. It is a matter, I think, that the engineers will take up and agree upon afterwards.

Q. Where? A. At the northern boundary of New York.

Q. To cross the river at the northern boundary of New York?

A. I don't know. They may cross a little further up, wherever it suits, wherever it is the most available place. I don't know how they are going to get the permission to cross a navigable river. That is their lookout.

Q. Are you giving this company a franchise? A. Yes, sir.

Q. You are? A. We are trying to make a contract with them.

Q. That has been denied. I read from your own report now. "This company is not seeking a municipal franchise." Now, you say you are giving them a franchise, and it is for them to look out; but your pretence is that you are seeking the good of this city. Is it not something like the examination of a title. You might have your title examined in a lawyer's title company. You might have your title examined by eminent private counsel. Somebody would say "The bond of the company protects you." But when you have built your residence on it the bond is a secondary consideration and you want the property, do you not? It is the property you want? A. Yes, sir.

Q. You would be glad enough to get the damages under the bond, if you had to, but it is the property you want. It is the water we want. It is the only basis the city of New York has, that in such a proposition as this it is possible we might get the water we need. It is of the utmost consequence that you, the commissioner, should know where the pipe crosses the river. I ask you where there were ever any plans or specifications shown you? A. Yes, sir, there were some plans submitted at the time of the hearing. There were some plans when we went up on the watershed, some maps.

Q. I asked you for plans and specifications. You have been a mechanic. You know what plans and specifications for buildings are? A. Yes, sir.

Q. Stating the materials and quantities and the way of laying and the method of construction and so on? A. Yes, sir.

Q. How was this thing to get under the Hudson river? A. I don't know. I am not an engineer. I don't know how the engineers would bring it under or where they would bring it under.

Q. Why, Mr. Dalton, you do not mean to say that a man who has been a mechanic and an engineer and a business man would think of going into such a gigantic scheme of construction as this without seeing the plans and specifications, do you? Do you

know when you put that thing before the board of public improvements there were any drawn plans and any written specifications? A. I don't know. Never thought of it. All I had in mind was to get the water here. I didn't care how they got it here.

Q. I recur to the question, were those pipes at the northern end of New York to be above the ground, under the ground or on the ground? A. I don't know. It is a fact that one of the great arguments that I and my colleagues have made for this scheme was that it would produce a pressure or a head of water.

Q. Remembering that fact, that it was to produce a pressure or a head of water equivalent, I think the contract says, to a height of three hundred feet, where was that three hundred feet height to be? A. At the watershed, in the mountains.

Mr. Moss—But the contract says, “at the point of delivery.”

The Witness—Oh, I understand what you mean now. I thought the mountains, where it was starting. Of course it would be at the point of delivery.

Q. Where would the pipe be? A. The pipe, of course, would have to come across the river.

Q. But at the point of delivery you say you expect to get 300 feet fall at the northern end of New York city. Where are the pipes to be? A. I don't know where they would be; whether under the water or above water or how it was to be. They agreed to produce that water at such a place and put up a hundred thousand dollars bond.

Q. But what I am trying to drive into the minds of all of us is that if a company would make a contract which, on the face of it, could not be performed by an angel, much less by human beings, you have got to look under the contract for the Indian. If a company is willing to make a contract that no set of human beings could comply with, and gives a paltry little bond of \$100,000, that is notice to you and every reasonable decent vigilant public official that there is something crooked in that contract. Now, you begin to see why I ask you where those pipes would be. Your contract says that the water shall be delivered at the northern end of New York city under a pressure due to an elevation of 300 feet. Once more I ask you, where is that elevation

to be? In the Esopus mountains or at the northern end of New York city? A. I don't know. That is an engineering problem.

Q. It does not require an engineer to know that when water falls from a high point it will raise again to a high point. You understand that, do you not? A. Yes, sir.

Q. Water seeks its own level, does it not? A. Yes, sir.

Q. You do not mean to say that your experience as commissioner of water supply has not taught you that? A. No.

Q. Now I ask you as the man who has stood responsible for this contract, where was that 300 feet of elevation to be obtained? In the mountains or at the point of delivery? A. That is a matter for the engineers to ascertain.

Mr. Moss—I ask you as the commissioner.

The Witness—I can't answer it.

Mr. Moss—It requires no engineer to see through that problem, and you can't answer?

The Witness—No.

Q. Do you know? A. That is a question for the engineers.

Q. Do you know? I want to know whether you are recalcitrant. Do you know? A. No, I don't know whether it would be under the river or over the river or over a bridge or what.

Q. No, that is not the question at all. As the man who has stood responsible for this contract, I ask you where was that 300 feet of elevation to be obtained—in the mountains or at the point of delivery? A. At the point of delivery.

Q. Then if it was obtained at the point of delivery, where would your pipes be, these great steel pipes we have been talking about, 300 feet in the air? A. I don't know.

Q. If you are going to have 300 feet of fall at the point of delivery, the pipes which have been bringing the water down and which must deliver it into the aqueduct must necessarily be 300 feet up. Is that plain? A. That is a matter you must go to the engineer about.

Q. That is a question. If you are going to have a fall of 300 feet you have got to be 300 feet in the air, have you not? A. You won't get a fall if you are not, of course, higher up than the delivery. Of course we understand that.

Q. If you have your pipe 300 feet high in the air—think of that; as high as the steeples on St. Patrick's cathedral on Fifth avenue, 300 feet high in the air; two great steel pipes, eight feet three inches in diameter—what is going to hold them up there?

The Witness—Where are they going to have that 300 feet high?

Mr. Moss—Are you not going to have them there?

The Witness—I don't know where they are going to put those pipes.

Q. What were you going to have 300 feet up in the air, to give the fall? A. We have the watershed, of course, up high.

Q. You have said that you expected to have the 300 feet at the northern boundary of New York city. That is what you have answered. There was the point of delivery. Where are you to get the fall?

The Witness—Is that what my report says—what the contract says?

Mr. Moss—Your great reason all through here for going into the scheme was furnishing high pressure. You argued over and over again that there is no pressure here. I read: "In respect to the boroughs of Manhattan and the Bronx your board received in June of last year a communication or petition from the New York Board of Fire Underwriters, making a most forcible appeal for a larger water supply which can be brought to the city at such elevation or under such pressure that it can be delivered through the distributing mains and in houses to the top story of every building except the very high office and business buildings, without the necessity and expense of pumping either by the city at the high service stations or by the owners or tenants of buildings." To the top story of every building means on Washington heights and Murray heights. You go further and lay this whole matter upon the necessity of getting a high pressure, and your contract states that the company agrees to furnish at a pressure at the place of delivery, due to an elevation of 300 feet mean tide level. Now, I have been particular in asking you where that 300 feet was to be, because this miserable contract leaves it unsettled. Apparently the desires of the people for high pressure are met by a provision that at the point of delivery the water is to be

given under a pressure equivalent to a height of 300 feet; but it does not say where that 300 feet high is to be. It stands to reason that if the 300 feet of height is up in the Esopus hills all or nearly all of that pressure will be lost by the friction in the pipes for 81 miles, through pipes of a dimension which have never been used, and which the engineers of whom I have inquired do not dare to figure on as to the probable flow of water through them. It is an unheard of proposition. Now, Mr. Chairman, on that point this contract has been riddled by public spirited men, whose motives were beyond question; and I have been surprised that that particular point has never been called to our attention. The whole desire of anybody, upon whom this gentleman has relied, for additional water supply has been based upon fire necessities; the fire chief and the fire commissioners were brought in to bring the force of their power and their advice upon the proposition that they needed more pressure. But if this blind contract means it up in the hills, there is no pressure here. If it means the 300 feet high at the city limit, there is a pressure indeed. But the company which is not bound to do that thing is not going to spend a fabulous sum of money to bring those double lines of steel pipes down here on steel trestle work—it is a marvelous proposition—to give us a fall of 300 feet at New York. The commissioner has answered that he supposed that the 300 feet pressure was to be obtained at the northern end of New York city; so I have asked him, if that be correct, are your pipes to be under the ground, above the ground or on the ground. Obviously, to get a fall of 300 feet they must be above the ground, and they must be 300 feet in the air. The next question is, how are those pipes to be supported, and if they are to be supported by any structure that will stand and carry that great burden of water, it must be a structure that will cost such sums of money that we cannot attempt to compute them; and again we come to the question where did this company expect to make the money? Where were the profits to be? It was nothing but a stock jobbing swindle. You see, Mr. Chairman, how plain and simple this thing is. If that were the purpose, to sell stock and bonds—if that were the purpose of this scheme—it is important that the contract should not run too long. Five years would be a rather long limit to wait for the culmination of things. But there is absolutely no neces-

sity of making a contract that can be carried out. The great rush, the great excitement in the glamour which always attaches to things which have the favor of the powers that be, is expected to cause the people to rush in and buy the securities of the Water Company. They are told that the Water Company which supplies the people of London with execrable water has shares that are worth \$80,000 a piece, and are not dealt in except in eighths and sixteenths; and the people, the widows and orphans and the trust estates that are not hedged in by law, would invest in these things. Why? Upon the strength of the credit of the city of New York and upon the presumption that the officials of New York city had been doing their duty, and that this contract would go through. Now, it has seemed that the paying out of two hundred millions of dollars is an immense sum of money to be paid out by the city of New York for water, for something that leaves no lasting benefit; but I tell you that when you consider the immense labor, the immense expenditures involved in the carrying out of this contract, with all of its engineering difficulties—when you consider that you will see that two hundred millions of dollars to be paid in forty years cuts no figure whatever in paying for the construction. The construction must depend upon the sale of the securities of the company; and if we have a contract that can hardly be carried out on account of engineering difficulties, as we shall show more conclusively before we get through, the importance of delivering two hundred millions of gallons of water per day from that shed—if that be the case, it is the plainest thing that was ever presented to a sensible community or an intelligent, honest officer. It should never be considered for one minute; certainly not after the revelations made by the comptroller. It is a marvel to me, and should be to any man or board of officers that has any respect for their standing in the community, that after the revelations made by the comptroller this matter should have had one hour of life left in it.

The Witness—Do you mean the comptroller?

Mr. Moss—Comptroller Coler.

The Witness—He was opposed to this thing.

Q. You heard of that? A. I read it. He was opposed to this contract.

Mr. Moss—Intelligent men often differ on details, and we have not all agreed with everything that the comptroller has said. It is a beautiful thing to agree with him on a matter of this kind.

The Witness—I have not always agreed with him.

Mr. Moss—And occasionally differences of opinion simply reveal the fact that people are thinking and using their judgment.

The Witness—Two hundred millions of dollars—you know very well that only calls for so much as the commissioner of water supply in his judgment may need. We need at least five millions of dollars' worth of water. We may not take a thousand dollars' worth of water.

Mr. Moss—Thank you for that. We may not take a thousand dollars' worth of water, and yet upon the contract, which may yield this company only a thousand dollars for water, you expect they are going to build this fabulous public work?

The Witness—That is what they say they will do.

Mr. Moss—That is what they say they will do.

The Witness—That is what their bond is for.

Mr. Moss—And you have not found an ounce of responsibility, as you told us. Is it not plain that it is not for the purpose of primarily supplying water to the people of the city of New York that this corporation was organized, but for the purpose, in a charitable way, of supplying investments for surplus capital?

The Witness—No. You know the contract reads that the commissioner or his successor shall take so much water as is deemed necessary.

Mr. Moss—And it also says that the parties to the agreement—that is you?

The Witness—Yes, sir.

Mr. Moss—And the Ramapo Company may change it, alter it, modify it in any way. It says that, does it not?

The Witness—With the consent, of course, of the head of the department.

Mr. Moss—It does not say a word about the consent of the head of the department. It says the parties to this agreement may alter or modify it in any way. That means you, William Dalton, commissioner, and the Ramapo Company; and the board of public improvements, by passing that contract, have given their sanction to any alteration or amendment you choose to make.

The Witness—You must recollect it has not been passed.

Mr. Moss—You wanted to pass it.

The Witness—No.

Mr. Moss—You believe in it now, do you not?

The Witness—I believe now, unless you, with all your experience, can show a better way of getting water—

Mr. Moss—No, I cannot show a better way.

The Witness—If the comptroller of the city will come now before me and show me a better way I will resign my position in an hour. Let the comptroller of the city come here before me and say what he has been saying before the press, or let his representatives come here.

Mr. Moss—We will say the comptroller cannot tell you a better way. You stand for the contract, do you not?

The Witness—Perhaps he thinks he can show it.

Q. If you could secure the votes for the contract to-morrow would you put it through? A. If there was no better way shown to me when that came to a vote, yes, sir.

Mr. Moss.—There is no better way shown, and to-morrow morning you have a meeting of the board of public improvements, and there is no other contract presented, and the majority say, "Then we will put it through." Would you put it through?

The Witness—As it stands now?

Mr. Moss—Yes.

The Witness—If there was no other way; and up to the present time there has been no other way. Up to the present time it has not been shown in figures that we have the money to buy the water ourselves.

Q. Has the mayor asked you not to put that contract through? A. The mayor has not asked me. I haven't spoken to the mayor.

Q. Has the mayor talked to you on the subject? A. No, sir.

Q. Has the mayor written to you on the subject? A. No, sir; the mayor was not here.

Q. He is here now, and he was in the United States of America then. Did the mayor or the acting mayor? A. So was Mr. Croker in the United States a few days ago, but we could not find him.

Q. Has Mr. Croker advised you, as the leader of the organization, not to put that contract through? A. He was away at the time.

Q. Has Mr. Croker advised you, as the leader of the organization, not to put that contract through? A. He has said nothing to me about it.

Q. Not a word? A. Saturday night when he got back.

Q. What did he say? A. He simply said to me, "What is all this talk about this Ramapo?" I told him. "Do you think it is the proper thing?" I said to him, "I think it is the only way to get the water for the city of New York." And I want the comptroller to come here now and——

Q. What did Mr. Croker say about it? A. "Have you looked at it carefully and do you think it is for the best interests of the people?" "Have you talked with your colleagues about it?" I said, "Yes. Mr. Holahan has went into it more than I. He is a man that had more experience and went into it more and talked to the parties."

Q. What did Mr. Croker say? A. That is all he said about it.

Q. All he said about it? A. Yes, sir. He said, "How does it stand now?" I says, "It has been adjourned. It is in the courts."

Q. He did not advise you to take the contract out and destroy it? A. Mr. Croker advised me to do what I thought was best for the people of the city of New York.

Q. He did? A. Yes, sir.

Q. He advised you to do what you thought was best? A. Yes.

Q. And you told him you thought this contract was the best thing that has presented itself? A. Up to the present time, yes, sir. At the time this contract was rendered we were not aware that there was any money to buy water.

Q. Do you feel that you are not opposing Mr. Croker when you stand in defense of this contract? A. I never considered that at all, whether I was opposing Mr. Croker or anybody else. This thing has been going on a long time and the people have been shouting for water. You are not in office, Mr. Moss. In Brooklyn they have been crying for water for five years. There has been no addition to the water supply there since. If you or anybody else will show a better plan I will stop on the Ramapo and

go anywhere else. You are questioning me now on a lot of engineering matters with which I am not familiar at all. I told you I was not an engineer. Why not question Mr. Birdsall? That is a question as to pressure—getting it up from the bottom of the river or the top of the mountain or something else. I think that is a question for the engineers to answer.

Q. You said here as a matter of fact that you were satisfied that it was a responsible company, competent and reliable. I read this in evidence, addressed to counsel: "State of New York, comptroller's office, Albany, September 8, 1899. Dear Sir: Replying to your letter of September 7, permit me to say the Ramapo Water Company has never made any returns to this office for the purpose of taxation. Respectfully yours, Willis E. Newinan, Second Deputy Comptroller." Whether a company has property to be taxed on or not, it must make a return. It is a part of its corporate duty. I will ask you this further: The certificate of incorporation has already been put in evidence. While the witness is on the stand I want to read a clause from it:

"Fourth. The said company shall commence on the 13th day of September in the year one thousand eight hundred and eighty-seven and shall continue in existence for the term of fifty years." Now, we will compute that. Add fifty years to 1887 and it brings us to 1937. That is the express limit of the corporate life of the Ramapo Company. Your contracts are dated in 1899, Mr. Ramapo (laughter)——

Mr. Moss—Excuse me, Mr. Dalton, that was a slip of the tongue.

The Witness—That will stick.

Q. It was dated in 1899, was it? A. In 1899, yes, sir.

Q. And extended forty years? A. I believe there was some clerical error in the bond. It read 1898, but it was 1899. The delivery of water was to begin in 1902 and was to continue for forty years. That brings the contract up to 1942.

Q. Under the certificate of incorporation which I have read to you the company expires in 1937, and you brought here a contract to run five years longer than the company lives. How is that? A. I was not aware of that.

Q. Now let us see. You were not aware of it. Perhaps you should not have been. Mr. Holahan was not aware of it. Mr. Whalen, the corporation counsel, who is supposed to look after the legal end of these things, was not aware of it. Do you suppose the company was aware of it? A. I don't know.

Q. The company ought to know how long it is to live. Is it not plain that the company has never expected to carry out the contract that you have been trying to make with it—making a contract extending five years beyond its life? Running its chances of getting an extension of corporate life? What would they make it for, then? How would they make their money? A. I never thought of those things.

Mr. Moss—By unloading their stocks and bonds on the people of the city and perhaps on the people of the world, and letting the enterprise take care of itself and letting the city sue on its \$100,000 bond; and perhaps the bond company would defend that suit upon the ground that the city by its agents had been wilfully culpable and derelict, and was a party to the agreement.

AFTERNOON SESSION.

The committee met pursuant to adjournment, at 2 o'clock p. m.

All the members of the committee were present except Mr. Boland and Mr. Wilson.

WILLIAM DALTON, being recalled and further examined, testified as follows:

Examined by Mr. Moss:

I have had no communication whatever from his honor the mayor on this water subject, no communication in regard to Ramapo. He has in no way intimated to me an opinion as to the wisdom of this Ramapo contract. He has not asked for my reasons for urging it. I have not seen the mayor since then. I have not sent him my reasons in regard to Ramapo. I have not sent him a copy of the contract. He has not asked for it. I could not say whether he has sent for the engineer, Mr. Birdsall, or not. I do not know of any sending for him. Mr. Guggen-

heimer was acting mayor at the time. He did not send to me. I saw Mr. Guggenheimer once while it was pending. He asked what there was about all this talk about Ramapo. He didn't say whether he was in favor of it. I told him I thought it would be the best thing to be done, under the circumstances. Then he asked me about it and I told him I thought it was the best thing that could be done for New York at this time. He said, "Of course, you are the commissioner of water supply, and of course, if you think it is the best thing to do, you are responsible to the people." That is all the conversation we had. He stopped then. Well, he says, "Have the courts enjoined you?" I said, "Yes." I understand that the matter is simply waiting the determination of this injunction suit. I suppose that is about the way it stands. It is on the calendar of the board of public improvements, simply stayed by the injunction, so far as I am concerned. So far as I am concerned I think, up to the present time, it is the best thing that could be done for the people.

Q. And if it was not for the injunction you would bring it up again, would you not? A. That lies with the president. The president, I suppose, would bring it up.

Q. Would you bring it up? A. Yes, sir, unless in the meantime something turns up which I think will be better.

Q. But as at present advised, if there was no injunction you would move that the contract be approved? A. Of course we have this now staring in our face. The comptroller has made the statement that there is money enough now to go ahead, and the city build its own plant. Of course we have that to look into. You understand this contract never was considered for a moment, and never would have been gone into by the members, if there had been any such understanding; and there might have been a different contract.

Q. With those things that you explained to-day, and those things all in the contract, you gentlemen voted to press the contract? A. No; there was no vote taken on the approval of the contract at all. The vote was taken on the question of laying it over for a month. That was voted down. Then before it came up again the injunction came in. I don't think the vote to lay it over was a test vote. I don't think that was a test vote upon the passage of the thing at all. The corresponding clerk of the de-

partment of water supply, Mr. Adolph Widler, wrote this report of mine that accompanied the contract. Mr. Widler had the whole lot of facts before him. He has done that business for twenty-seven years. He has got up all the reports for twenty-seven years, I believe, in the department of public works. He receives a salary of \$3,000. He got up these statements or reasons which are put in evidence over my signature. I gave him the facts and gave him the information I had, and told him about our trip, and he put them together. I am not the only person who gave him material. Mr. Holahan helped him. The chief engineer thought—gave him some points.

Q. I hand you a copy of it. What portion of that did you dictate yourself? A. Well, I am responsible, understand, and helped to get up the whole thing.

Q. What portion of it is in your language? A. I should say every portion of it; every bit of it; not exactly in my language, because I am not, perhaps, capable of getting it up as Mr. Widler might, who has had charge of those matters for so many years.

Q. Take that now and point out a particular item in it, the facts of which you gave Mr. Widler. (Handing paper to witness.) Look right at it and point out any portion of it? A. Take the amount. Of course all this engineering business, all those figures, were taken from former reports of the engineers. Mr. Widler gets them from the engineers' figures. I told him that I wanted him to get up a written report making a contract with the Ramapo Company for so many years at such a price.

Q. What engineers' reports did you tell him to consult? A. Any—every report. I did not leave that to his judgment. I read it all over afterwards and anything that was not—

Q. But in gathering together the reports upon which to base this statement, you left him to find out what the reports were and to make the selection of them, did you not? A. I was with him all the time.

Q. What reports did you tell him to see? A. The reports of the engineers showing the scarcity of water, and everything that would appertain to that.

Q. What else did you arrange with him?

The Witness—What other matter would there be to arrange with him?

Mr. Moss—There is a great deal of other matter in that report. For instance, who dictated to Mr. Widler the language which I will read to you now? "Private capital stands ready to construct the works."

The Witness—I did.

Q. You dictated that to him? A. Yes, sir.

Q. Who dictated to him "The company has taken all necessary legal steps to secure the water supplies?" A. I did.

Q. Nobody else? A. No, sir.

Q. Who dictated "I am satisfied of the competency and reliability of the company to carry out its proposals?" A. I did that.

Q. Who dictated to him, "The Holbrook reservoir in the Esopus valley can be made to contain 15,000,000,000 of gallons of water"? A. I did.

Q. How did you know that? A. Upon the statement of the engineers, the engineers who went up there; the chief engineer, who went up there; upon the reports of the Ramapo people; upon my own engineer's reports.

Q. Do you mean to say Mr. Birdsall calculated the probable contents of the Holbrook reservoir? A. I mean to say Mr. Birdsall got up previous reports from which this report was made up, and that Mr. Birdsall approved of every word in that letter; not only that, but of the contract. The basis of it was the statements made by the company's engineers and my own engineer, Mr. Birdsall. Mr. Birdsall was with me the day that I was up there. He was not there any other day in my time, that I know of.

Q. How did you have time to figure the probable contents of these reservoirs? A. I don't know. There was no surveying done by our department. There was not a surveyor's instrument in the party that day. There were no measurements taken the day I was there. I couldn't tell you how far apart these reservoirs were. Some were close and some further apart. I don't know. We drove around in the wagons from one to another. It took us two days. I saw no surveying or measurements. I took the statements of measurements from the data furnished by my own engineer. I

don't know from what he took it or how. I took it from him. I was there when he was there. There was no other survey at that time. Mr. Birdsall went over that ground away back, it seems to me he told me, in the eighties. I don't want to be positive, but Mr. Birdsall—well, I might say, I am positive that Mr. Birdsall told me that he was either on a commission who went up to survey that some time in the latter part of 1877 and 1878, or 1880, 1881 or 1882. I don't know that the original Ramapo Company was not incorporated until 1888.

Q. And therefore in 1881 there could have been no plan for reservoirs, could there? A. It might have been a little later than that. I am not positive about the time.

Mr. Moss—I guess it is altogether “maybe.”

The Witness—No; it is not altogether maybe.

The Chairman—In 1887 the company was incorporated.

Mr. Moss—The original company was incorporated in 1883. 1887 was a reincorporation.

Q. Taking the contract by itself—you may be able to get at it more quickly from this (handing “City Record” to the witness)—in the preamble of this contract is this: “Whereas the said Water Company has proposed to supply the city of New York with water from streams and creeks and their tributary watersheds in the State of New York, west of the Hudson river, to be delivered at a pressure at the place of delivery due to an elevation of 300 feet above the mean tide level.” I talked with you about that before recess. You have had time to think about it. Where was that 300 feet of height to be obtained? A. I haven't thought of it or spoke about it since. As I said before, I never gave that a thought.

Q. But that is a very essential question, because it determines the pressure, and in the board of public improvements you had Mr. Scannell and Mr. Croker there, upon that very item of pressure, had you not? A. Yes, sir.

Q. Now, it is all important to know what you, representing the city as a party to that contract, understand this clause to mean. Does it mean a reservoir at Esopus 300 feet above the ground, or a point of delivery at New York 300 feet above the

ground? Which does it mean? A. As I said before, I don't know. I have nothing to do with this until the water gets to the city. All I know is that this company agrees to furnish that water at such a pressure.

Q. At what pressure? A. Just what you mentioned there.

Q. What do you understand that means? A. The pressure of 300 feet.

Q. Does that mean 300 feet up in the Esopus, or 300 feet in New York? A. As I understand it to mean, I know that the people who don't get water now on the first floor will get it on the third or fourth floor. It will do away with all the reservoirs on the tops of hotels and cisterns.

Q. You understood this to be 300 feet at the city? A. Well, I understand it to mean that they are to give us the pressure that they agreed to.

Q. What did they agree to. A. They agreed to give us the pressure of that head you speak of.

Q. Of what head? A. At the head mentioned in that report.

Q. Three hundred feet? A. Yes, sir.

Q. Where? A. It is a matter you will have to go into with the engineers.

Q. That is the vital thing which you should have had the engineers inform you about. That is what they were for. A. Mr. Bird-sall will inform you about that. I had to look to him—he is the engineer. He gets \$7,000 a year for doing this work. That is not my part of the business. I look to him to do it.

Q. Is he the commissioner of water supply? A. He is not; no, sir.

Mr. Moss—He might as well be.

The Witness— Perhaps so.

Q. How do we need a commissioner of water supply if Mr. Bird-sall is the determining factor? What useful purpose is served by a water supply commissioner under those circumstances?

The Witness—Well, what is the engineer for?

Mr. Moss—To be a water commissioner.

The Witness—Mr. Birdsall will tell you all about this pressure. He read the contract. He knows all about it. He

knows about this report; and I rely upon him as the chief engineer of that department to keep me right, and keep me guided on these matters; and I don't think anybody will accuse Mr. Birdsall of doing anything wrong.

Q. The client goes to the lawyer and tells him what he wants to arrive at, and expects the lawyer to put him in legal shape. You go to your engineer and tell him what you want to arrive at, and he looks at the phraseology to see if that will give it. Now, the question is, how much pressure were you figuring on as water commissioner? Do you know what pressure a height of three hundred feet would exert? A. I didn't figure on pressure at all. I figured on getting the water here, and getting a good supply of it, and trying to satisfy the people that they were getting a good supply at a high pressure, high enough to go to the tops of houses.

Q. Have you figured upon the supply that would be strong enough to reach the tops of houses on Morris heights? That is in your report. A. That is in the report which was approved by the chief engineer of the department. It does not say anything about Morris heights, does it?

Q. Reference is made through your report to buildings on Morris heights and other high parts of New York city, Woodlawn heights and other places. It is on their right to have as good water service as any other part of the city. Were you informed by Mr. Birdsall that a reservoir three hundred feet high at Esopus, sending this water eighty-one miles through great steel pipes, would force the water by that gravity system to the tops of houses on Morris heights and Woodlawn heights? A. I understood Mr. Birdsall it would at the time.

Q. Did you understand from Mr. Birdsall that this three hundred feet of elevation was to be in the Esopus region? You said this morning that it was to be at the city limit? A. The city limit they were to deliver the water, yes, sir.

Mr. Moss—I know; but the height?

The Witness—That I don't know.

Q. Have you no conception of the importance of the height at the point of delivery? A. That I have never thought of. That is a matter for the engineers to say.

Q. Well, suppose if the water is delivered under your contract at a height sufficient to give the force necessary to send this water to the top of buildings on the highest land in the city, Morris heights, Woodlawn heights, and so on. How did you expect to receive that water? Did you expect to run it right into the Croton aqueduct? Your contract says it was to be delivered at the junction of the aqueduct and the northern line of the city. Did you expect to deliver it right into the aqueduct?

A. That we hadn't got to.

Mr. Moss—But you were approving a contract.

The Witness—I know. That contract called to deliver at the northern part of New York.

Q. Do you mean to say you had no plans for receiving it?

A. There was no plan so far as I know; at least, Mr. Birdsall and I didn't have any conversation about it.

Q. What is the capacity of the present Croton aqueduct, not considering the Bronx aqueduct, but simply our old and new Croton aqueduct, running into Manhattan? What is the daily capacity? A. I think about four—I think the report says about 440,000,000.

Q. Your report says 400,000,000 for all the aqueducts. 380,000,000 for the old and new Croton aqueducts and 20,000,000 for the Bronx, does it not? A. Yes, sir.

Q. That is 380,000,000 millions. That is the capacity? A. Yes, sir.

Q. How many million gallons per day are being delivered through the aqueduct, on an average? A. This summer I think we figured out, Mr. Birdsall, about 285,000,000. I think so.

Q. You have an aqueduct at the northern limit of the city, with a capacity of 380,000,000, already delivering 280,000,000. How did you expect to put an additional supply of 200,000,000 a day into that aqueduct? A. Does the report say it is to be delivered into that aqueduct?

Q. I want to know. How did you expect to handle it? A. As I told you we hadn't got to that yet. It may have been done a little of it to Brooklyn, without going through that aqueduct. That is an engineering matter. I did not ask my engineer. We

hadn't got to that. All those matters likely would have come up in the board of public improvements, when it came up for discussion; but it never came up for discussion.

Q. When you were making a plan to receive in three years that vast volume of new water, at the intersection of the present aqueduct, which could not within 100,000,000 gallons a day handle it, had you no plan in contemplation for handling it?

A. There was nothing said about putting it into this aqueduct.

Q. But had you no plan in contemplation. You had considered it sufficiently to bring that water to the northern limit of the city, at the intersection of the aqueducts, had you not?

A. Yes, sir.

Q. Why did you bring it to the aqueduct? A. I suppose that would be the most convenient place to have it come to.

Q. To have it go into the aqueduct? A. No; we never got to that.

Q. If you were going to take it to Brooklyn, would it be the best thing for it to go into the aqueduct? Would there not be shorter and more expeditious routes than to take it to the aqueduct at the northern limit of the city? A. I am not familiar with that. The engineers, as I said, had to go into that. My only point was to get the water for the people. The people want the water. You know it, and everybody knows it, and Mr. Coler knows it.

Q. I know that, and I want to see how you were getting the water for the people, and whether you were getting the water for the people, and if you got it here what you were going to do with it. Were there any plans in discussion in the board of public improvements? Now, you cannot throw that on the engineer; he only acts under your orders. A. I won't throw anything on the engineer. I will stand by myself.

Q. What were you going to do with the 200,000,000? A. We were going to distribute it.

Q. How and where? A. Wherever the engineer said it wanted to go. Wherever the people demanded it most.

Q. Has the commissioner of water supply nothing to say about it? A. Yes, sir, after the engineers report to him. They submit the report.

Q. You were putting your foot right into an immense con-

tract. Do you mean to tell me that you were taking that tremendous step without having calculated how you were going to receive the water, and what you were going to do with it?

A. We had three years to do that in, to make our calculations, and how we were going to distribute it.

Q. You had contracted for the very point where it was to go to, had you not? A. That is right.

Q. That requires that you had in contemplation what you were going to do with it at that point? A. No; I know it was time enough to get at that in a year or two.

Q. It might be the worst point of all, if you were going to take three years to consider it, and if you were going to build a new aqueduct to carry 200,000,000 per day and distribute it to Brooklyn. It would have to be a very large work, would it not? A. Yes, sir, I know that.

Q. It would take time to construct it? A. No doubt.

Q. Three years? A. No, I don't know. I don't think so.

Q. How do you know that? A. I don't think it would. That is my opinion.

Q. You would have to tunnel under the river to get it to Brooklyn, would you not? A. The East River, yes, sir.

Q. If you came down to the city limits of Yonkers—— A. I don't know whether they would tunnel the river, or run it across the bridge.

Q. Run it across what bridge? A. I don't know what bridge.

Q. What bridges could there be? A. It might be a bridge over Blackwell's Island, or a tunnel.

Q. Was there any tunnel project there? A. I don't know of it.

Q. Had you in mind the building of an aqueduct in connection with this matter? A. I had nothing of the kind in mind. I had only one thing in mind, the mayor's message to get water.

Q. Has not your own engineer stated to you that it would cost \$20,000,000 to construct receiving reservoirs and aqueducts to carry and distribute the water, if it was delivered to you? A. I don't remember any such report. There may have been, but I don't remember it.

Q. In your contract you say: "Whereas the said commissioner of water supply has duly examined into the sources of the water

supply so proposed to be furnished by said Water Company, and has selected the Esopus and its tributary and connecting watersheds, and has determined that the supply from those sources will be adequate, and that water supplied from these sources will be pure and wholesome." That implies that the company has other watersheds. You selected out of the available resources of this company the Esopus watershed. Why did you select that?

A. I suppose those were their best sheds there. The engineers told me so, all the engineers that were up there that day. It was all talked over. That was not all decided on that day. We had a hearing that lasted for a whole forenoon, when all those matters were brought up.

Q. "And has determined that the supply from those sources will be adequate." How did you determine that? A. From the same source, the engineers.

Q. Adequate for what? You say you determined that they were adequate. What did you mean by adequate? A. To supply us with an adequate amount of water. I think the engineers said we could get eight or ten millions a day, or something like that.

Q. Eight or ten millions a day? A. Eight or ten hundred millions a day. Something like that. It was only a conversation riding around in the wagon. I don't remember exactly the figures.

Q. Then all these determinations that you have made are the result of those wagon conversations? A. No. As I said before, we had a long meeting in the afternoon, and hearing of engineers, fire underwriters, and the president of the company and the counsel for the company.

Mr. Moss—I read to you, Mr. Chairman, from the report of Eugene E. McLain, engineer in the finance department, included in the report of Comptroller Coler: "That from an actual examination of the watershed proposed, and the plant of the company, made by George Rice, consulting engineer, it appears that the Esopus river is a mountain stream, with excessive flows in times of heavy rains, but a small regular flow, necessitating extensive reservoirs, and that the reservoir provided would not exceed in capacity over 12,000,000 of gallons, sufficient for a daily supply of

200,000,000 for only 60 days in dry times, and therefore the supply of 200,000,000 per diem could not be furnished."

The Witness—Do you think Mr. McLain is a proper man to put up his ideas against Mr. Birdsall's, who has been an engineer for 20 years?

Q. Has Mr. Birdsall made a survey of it? A. He has approved my report there. He has read every word of my report and approved it.

Q. And the report of Mr. George Rice, an eminent engineer: "In accordance with your request, I have examined the Esopus creek in Ulster county, New York." He states that there are sixteen locations for storage basins, and gives the names of these sixteen. The first nine of these reservoirs are so situated that they cannot be used in this scheme for storage purposes, on account of the locality in which they are situated, or the low altitude, which is insufficient to obtain an elevation of 300 feet above tide at the New York city line. That is the view that Rice takes of the contract.

The Witness—Who is Mr. Rice?

Q. Did you ever hear of him? A. There has been so many engineers over there that I wanted to get at where he was from. He had an engineer from Washington and an engineer from Newark.

Q. All the engineers do not live in New York, you know. A. No.

Mr. Moss—The view Mr. Rice has taken of the contract is, from his reading of it, that the elevation in the Esopus region must be high enough to give a height of 300 feet at New York. That is what has been claimed for this contract, and that is the view that was taken of it by Mr. Rice, very naturally. He states the capacity of the different reservoirs which were examined, and says: "Taking these seven available reservoirs, as located by the filed plans of the Ramapo Water Company, there is a total capacity for storage of less than twelve thousand million gallons. The valley of Esopus creek falls from the proposed reservoir at Big Indian to the surface of the reservoir at Olive Bridge, about

seven hundred (700) feet in a distance of twenty (20) miles, being an average fall of about thirty-five (35) feet per mile. The valley is not particularly well adapted on this account for reservoir purposes, the flow of water at the present time being so small that at almost every part of these twenty miles it is possible to wade the stream with ease, and in most cases to cross without wetting one's feet. The stream is evidently what is called a 'flashy' stream, being liable to a sudden rise on a fall of rain, and on that account requires a large amount of storage capacity to use it for water supply purposes. The neighboring country is wooded in all its parts, except in the valleys, where the bottom land is used for farming purposes, the sides of the valleys being steep, which accounts for the rapid discharge of water in times of heavy rainfall. On this account it would not be advisable to build the dams of anything except masonry or earth with good sized masonry cores, and it would be necessary in all cases to have a large overflow so that floods could be taken care of without danger to the structures and to those living in the valleys below. From the foregoing statement relating to the storage capacity of the Esopus creek, as proposed by the filed plans of the Ramapo Water Company, in this valley, it can be stated that twelve billions (12,000,000,000) of gallons of stored water is manifestly insufficient for a supply of two hundred millions (200,000,000) of gallons per day for New York city. This amount would not, at a daily consumption of 200,000,000 gallons, give much more than two months' supply at a dry time, and such dry times are often liable to happen. When such times happen, water is the most needed. Commissioner of Water Supply, William Dalton, in referring to the Cold Brook Reservoir, in his report states that the reservoir at an elevation of 675 feet would contain fifteen billions of gallons of water. By the plans of the Ramapo Water Company, this reservoir would contain less than three billions of gallons. He also says: 'The Olive reservoir site can be made to impound seven billion gallons.' By the filed plans of the Ramapo Water Company this reservoir will contain less than two billions of gallons of water. It would not be possible for the Ramapo Water Company to properly and economically construct the works as proposed on the Esopus creek with the connecting conduits in the city of New York's northern line inside of three

or even five years. The reconnaissance necessary to ascertain the material for the foundations of the several dams would take several months, and the designing of the work preparatory to construction would take a year at least. The least amount of time which should be allowed for the building of these works before the water could be used by New York city would be more than five years under the best of conditions."

The Witness—Is that one of the engineers or experts that the comptroller employed?

Mr. Moss—Yes, Mr. Rice.

The Witness—May I ask what salary is paid to him?

Mr. Moss—I don't know.

Q. The contract recites that you have determined that the company is duly authorized by law to do whatever is necessary to enable it to furnish and deliver to the city of New York and its inhabitants the quantity of water which the said water company hereafter agrees to furnish and deliver, at a pressure at the place of delivery due to an elevation of 300 feet mean tide level. Did you know at that time that the company had never filed a statement for the purposes of taxation?

The Witness—At the time this report was made?

Mr. Moss—At the time you made this contract. A. I haven't made any contract yet.

Q. You tried to make it, did you not? A. No, I didn't try to make it at all. It was only submitted to the board.

Q. You voted for it? A. No, I did not.

Q. You will vote for it, if you get a chance, will you not? A. Unless a better plan is submitted for me, I will vote for it; yes, sir, if I get a chance.

Q. Did you know that it had not filed any statement for the purpose of taxation? A. I didn't know that; no, sir.

Q. Did you know that it had not filed any certificate of the payment in of capital stock? A. No, sir. Did the comptroller know that, do you know, Mr. Moss?

Q. What was the consideration in this contract for its execution? A. I don't rightly understand it.

Q. The sum of one dollar and something else? It states there: "In consideration of one dollar, and in consideration of the construction by the said Water Company of the dams, reservoirs, conduits and pipe lines, necessary to carry out the covenants and conditions of the said Water Company herein contained." In other words, the consideration which you allowed to move the city is the construction by the Water Company of reservoirs for itself. Were those reservoirs to belong to the city? A. The contract was submitted to the corporation counsel. It was his outlook to look into that.

Q. Did you ask for any provision to be put into this contract whereby those reservoirs which went into the consideration might become the property of the city? A. I submitted it to the corporation counsel for his advice, for him to consider.

Q. It is not a question of law, but a question of business. What is the city getting for its contract? Did you ask, as a business man, that there should be any provision in this contract by which those reservoirs that were made the consideration of the contract might eventually become the property of the city? Did you ask for such a thing as that? A. The city gets——

Q. Do not evade the question. Did you ask for that?

The Witness—You asked me for what the city got?

Q. Did you ask for a provision in this contract by which the city might get those reservoirs? A. That is not the whole question.

Mr. Moss—I ask you that question.

The Witness—Then the other question don't go?

Mr. Moss—I ask that now.

The Witness—You had asked what the city got in return.

Q. Did you ask for such a clause in the contract? I ask you that now? A. I left that contract with the corporation counsel, to go over very carefully.

Q. Oh, dear, dear. You did not ask for any such thing, did you? A. I submitted it to him.

Q. You did not ask for any such thing, did you? A. I don't remember.

Q. You submitted the contract just as Mr. Holahan brought it to you, did you not? A. Well, Mr. Holahan and I went over it, and we thought as the corporation counsel thought, that there ought to be some amendments made to it.

Q. Did you put any amendment in it, or ask for any, or did you ask the corporation counsel to put an amendment in it, that would make those reservoirs belong to the city? A. No; we took it over there and told him we thought it needed a little amendment.

Q. What amendment did you suggest? A. I didn't suggest any but one. I suggested the labor clause. I think that was the only one. And that ought to be put in; and he said he agreed to it right away, before he had seen it.

Q. So far as that contract goes, and so far as you have done or tried to do anything, these reservoirs, when completed on the strength of this contract, would belong to the company without any provision by which the city could take them in? A. I don't know. The contract has not been passed yet.

Mr. Moss—I am talking about the contract as you presented it.

The Witness—That is not the contract. The contract has not passed. It has got to come up in the board of public improvements. It has got to be amended there, and lots of suggestions made to it.

Q. Is there any talk about its coming up again in the board of public improvements for amendment? A. No; I haven't heard of any, but I say if it should come up again. It has never been discussed at all. We wanted to discuss it that day, but some of the members objected.

Q. "The said Water Company will furnish, supply and deliver by a gravity system of transmission, at its own cost and expense, water to be taken from the Esopus and its tributary and connecting watersheds, west of the Hudson river, and in the State of New York," etc. What is a system of gravity? A. It is not pumped, of course.

Q. What is it? A. Coming down by gravity, of course. For instance, in Brooklyn here yesterday, I got a report from my engineers that they had to put on some more pumps and try to get some more water out of the ground. They said the water was

running down there. Only yesterday they told me they must do something.

Q. What is the name of that engineer? A. That came from Mr. Moffat and endorsed and sent to me by the chief engineer of water supply over there, Mr. Van Buren, another man who has been in the department for twenty odd years.

Q. The contract restricts the method of conveying the water to the gravity system, does it not? This says, "By a gravity system." There is nothing to require the company to pump.

The Witness—Where is that?

Mr. Moss—The first paragraph after the whereases.

The Witness (reading)—"The said Water Company, the party of the first part, will furnish, supply and deliver by a gravity system of transmission." Is that it?

Mr. Moss—Yes. That excludes any arrangement for pumping, does it not? A. "By a gravity system of transmission, at its own cost and expense." Yes, sir; I should take that to mean there would be no pumping, up to the northern end of New York.

Q. If it should appear that the gravity system was not an entire success, and it needed pumping to assist it, you could not require pumping under this contract, could you? A. I am not so sure about that, that we could not. I should hope we would not have to do any pumping.

Q. Does not the whole contract exclude, in its present terms, any assistance by pumps? A. I should think, though, if we had to do any pumping, after them agreeing to furnish it by gravity in the contract, it would be revoked.

Q. Then you say that the water shall be of greater purity than the water supplied by the city of New York at the present time, by average analyses. And I notice that these analyses may be made either by the health officers of the city of New York or by the commissioner of water supply. Which do you think the Ramapo Company would prefer—that the analyses should be made by the health officers or by the commissioner who made the contract? A. I could not guess.

Mr. Moss—They might have a preference?

The Witness—Yes, sir; they might.

Q. You would not hesitate to make those analyses yourself, would you? A. Well, now, you don't mean that?

Mr. Moss—I do.

The Witness—You don't mean that at all. You know I could not make it myself.

Q. I mean under your direction, and in your office. You would not hesitate to do it? A. We do it in Brooklyn now.

Q. And your average is by the year. There are months in our greater city when the water supply is very much worse than it is in others. You know that? A. Yes, sir.

Q. And under this contract the Ramapo Company might give us very poor water for one or two months, and if it averaged up on the year it would be all right, would it not? A. You are talking of a contract that never was made. It never got to a contract. As I said before, it might have been amended in a hundred ways.

Mr. Moss—I see you are not as strong for the contract as you were this morning?

The Witness—Yes, sir; I am stronger than I was, unless you can show me a better way. If you will show me now, or any man in this room will show me a better way, then I will stop the Ramapo right away. But until you or the comptroller, or somebody shows me, I will still be in favor of Ramapo as the only way and best way to get water into New York, notwithstanding what some little engineers from Newark or Boston, or some other place may say.

Q. Now you have made this contract which you presented to the board of public improvements, for 40 years. Why did you make it that length of time? Why 40 years? A. I don't know whether it would have been 40 years. It might have been put down to less, when it came up in the board. I think a big contract like that where so much money would be expended—I think it ought to be a big contract for a number of years. I don't think any company would want to spend the money for a short time.

Q. Then you thought 40 years was a matter of fair play to the company? A. A matter of fair play to the city. I was not looking after the interests of the company.

Q. Does not the expense of supplying water decrease after its introduction? A. The water supply of New York has not decreased.

Q. Have you ever heard of water being supplied to the city on the sliding scale, the amount decreasing after the first few years? A. Yes.

Q. Did you ask for such a provision here? A. I heard at the hearing the other day that this Newark engineer said they had it in Newark.

Q. A sliding scale in Newark, with the provision that at the end of the term of only three years the city could buy the plant. Did you ask for any such provision as that? A. I don't know that any of my predecessors ever asked for such a thing.

Q. Did any of your predecessors ever attempt to buy water for forty years at \$5,000,000 a year? A. It doesn't cost \$5,000,000. It doesn't say \$5,000,000 and over a year. It says so much as the said commissioner of water supply shall require.

Q. Did you intend to get so much as that? A. I don't know what we might need. We would pay for what we got.

Q. Do you mean to say that any of your predecessors ever made a contract like this? A. I don't know of any.

Q. What is the highest amount of water that you could have delivered to you under this contract? A. The highest amount that could be delivered would be what we required.

Q. How much could be delivered? A. I couldn't tell you, five or six or three or four years from now how much would be required.

Q. You said that the watershed up there would deliver eight or nine hundred million? A. That is what the engineers reported to me.

Q. Do you think you could get it under this contract? A. I don't know.

Q. Do you intend to get it, if it was necessary, under this contract? A. No, we don't ask that much. I don't think we would ever need that much.

Q. Why did you limit this contract to 200,000,000 of gallons? You have made a forty year contract, and you have limited it

to 200,000,000 a day? A. No, it is not limited to 200,000,000 of gallons; as I understand, the contract reads, "So much as the commissioner of water supply, or his successor"——

Mr. Moss—In the fifth clause you have told us that you liked the Esopus watershed because it could deliver eight or nine hundred million gallons a day.

The Witness—I told you because the engineer reported——

Q. I know; but from the fifth clause of the contract, "the city of New York, in consideration of the covenants, promises and agreements of the said Water Company herein contained, covenants and agrees to accept and receive such water as it may require, not exceeding two hundred million (200,000,000) gallons of such water so delivered by said water company, on and during each and every day."——

The Witness—Read on further.

Q. "Two hundred million gallons of such water so delivered by the said Water Company, on and during each and every day from and after the first day of —— in the year 1902, and the city of New York hereby covenants and agrees to pay, in regular quarterly payments to the said Water Company, its successors and assigns, the sum of seventy dollars (\$70) for each and every million gallons of such water so delivered, not exceeding 200,000,000 daily." Where is there anything further? A. You find, so much as the water commissioner shall require, or his successor.

Q. Not exceeding 200,000,000. In the seventh clause it says: "The city of New York hereby agrees to accept, receive and pay for not exceeding two hundred million (200,000,000) gallons of water on each and every day," etc. Why did you limit it? The ninth clause says the same thing. A. I don't think it should be limited.

Q. Why did you limit it, then? A. I don't believe it is limited.

Mr. Moss—I have read it to you.

The Witness—I can't pick it up as quick as you can. You have it in your hand there.

Mr. Moss—Take it and look at it; you have it there.

The Witness—Will you bring my engineer here, the same as you have your engineers, to pick it out for me?

Mr. Moss—I have no engineers here. I have not an engineer in my employ nor in consultation with me.

The Chairman—The third clause provides that the amount may be restricted by the commissioner of water supply, but shall never exceed 200,000,000. Look at the third clause.

The Witness—"Subject, however, to the right of the city of New York (through its commissioner of water supply or his successor in office or position) to reduce the quantity of supply to such number of gallons as to his judgment may be required."

Mr. Moss—That is reducing. That is not extending.

The Witness—Yes, sir.

Q. Where is there anything that increases it above 200,000,000 of gallons? That is what we are talking about. A. I don't know as there is anything to increase it.

Q. You had an idea that this contract would permit a great deal more than 200,000,000 a day? A. I don't think they would refuse to sell the water.

Q. And I want to know why, when you were making a contract for forty years, thinking about the probable growth of New York, this contract was specially limited three times to 200,000,000? A. I know, but these men in the board of public improvements would see it and change it, perhaps. We haven't passed on that yet.

Q. But we are afraid of changes. Supposing now, that you get your water delivered at the northern end of New York city, at a pressure caused by an elevation of 300 feet, and you turn that into the pipes of New York city, what would become of it?

The Witness—Do you mean by that there would be too much pressure on it?

Q. Would it? A. That is an engineering problem.

Q. What have they told you about it? A. I suppose the engineer took that into consideration when he approved that report and went over the contract.

Q. Have you asked your engineers what would happen to your water pipes, especially those below Forty-second street, that are over fifty years old? A. I asked him everything in that report when, I submitted it to him, and he approved it.

Q. Did you ask him that? A. That is in that, yes, sir.

Q. He did? A. Well, I am not positive that is in that report. If it would not stand it Mr. Birdsall would not turn the water on. He would look at the water——

Q. Then you would not have the water? A. He would turn on just enough pressure.

Q. Is that what the fire underwriters and the chief of the fire department have been asking for? A. Yes, sir; they ask for just sufficient.

Q. Was it intended by your engineers that this Ramapo Company water should be given to the lower part of New York city? Was it not intended that that water should be kept to the northern end of the city? A. No; it was intended to distribute that water wherever it was most needed—whether in the lower part of New York, Brooklyn, Queens or wherever it was needed. There is where it was intended to go.

Q. The sixth clause says: "The city of New York agrees to authorize, and does hereby authorize, the said Water Company to act as the agent and representative of the city of New York, so far as it lawfully may do so, in doing whatever may be necessary for the fulfillment of this contract; provided and conditioned that the city of New York shall not incur, or be or become liable for, any cost or expenditure on account thereof, or in connection therewith." Nothing is said there which excepts the city of New York from responsibility for torts, for damages—only for costs or expenditures. Where did you get the idea of committing to an irresponsible company, that did not own any land, did not own enough to pay taxes or report to the State of New York—where did you get the idea of giving to that company all the rights and powers of the city of New York? A. I did not consider them an irresponsible company.

Q. You should have known they were a responsible company before you gave them that power, should you not? A. They had no power up to that time—up to the present time.

Q. They would have had power if it had been approved? A.

But the contract was not approved and never was discussed—never came up—and there was no chance to discuss it at all. The comptroller shut it off by asking for some time.

Q. And if the comptroller had not shut it off it would have passed, would it not? A. No; I can't say that it would.

Q. Suppose that you were asked to give a power of attorney to a man to conduct your meat business, would you give it to him if you did not know that he was responsible? A. No, sir; I would not.

Q. You would not be satisfied with what he told you, would you? A. No; not alone. I suppose you are speaking now of the president of the company.

Q. You would make investigations, would you not? A. Yes.

Q. Do you not think it is a pretty large matter to commit to any individual the great powers of the State of New York? That means the power of the State to go in with its right of eminent domain and take and seize lands from its owners and turn it from the use they wish to make of it for their own private gain. You give a company which is constructing reservoirs for its own ownership and not for the city's ownership the power to take the city's powers? A. I am not responsible for the law.

Q. You give it the power to designate officials as sanitary inspectors to put along the line to arrest people. Now, if this company were building reservoirs for the city—if they were building reservoirs to operate for a few years and then turn them over to the city—there might be some reason for giving them the city's powers and for allowing them to bank and take credit on the city's powers; but what right and reason was there in your mind for giving to this private company, working for its own ends, constructing reservoirs for itself—what right had you, a representative of the people, to give away the people's powers?

The Witness—What would you do in my case?

Mr. Moss—I am not asking you that.

The Witness—I am asking you now. It was a question of making this contract and getting water for the people or letting them go without water. What other way would they get water?

Mr. Moss—It is evident they would go without water under this contract.

The Witness—Would you be willing to let them go without water rather than a contract?

Mr. Moss—Now you are talking about the crying necessity for giving the people water. You wrote an annual report. You wrote also quarterly reports.

The Witness—Yes, sir. I wrote a report for the year 1898. The corresponding clerk wrote it. I am responsible for it. I signed my name to it.

Q. Did you dictate it? A. You and I went over that once before. I stand for everything in it; yes, sir; and the quarterly report the same way. Anything I put my name to I never go back on. I did not anywhere in my annual report for 1898 speak of the necessity of making a Ramapo contract. The Ramapo Company made its proposals in 1898. So did several others. The first hearings of that company were in 1883; I believe. I am not familiar with 1883. I say that prominent gentlemen in 1883 asked for it to come in, and at various times since. It made its proposals to the city of Brooklyn. I have reports to show that the mayor of the city, I believe at the time, Mayor Strong—it made its proposals to the city of New York in the last administration. I believe I read something about that. It made its proposals to my administration in 1898, in the early part of 1898, and all these facts were in my office then; in 1898, after the hearing.

Q. Why was it then that you did not in your annual report for 1898 and in your quarterly report say something about the crying necessity for water in our city, and the importance of making this contract with the Ramapo Company? A. Why should I mention Ramapo more than any other company? There were several propositions.

Q. Why did you not mention some company? A. There were several propositions.

Q. Why did you not say a contract would have to be made for 200,000,000 of gallons of water with some company? A. No, I did not say that. I thought every day and every week we would be able to get more money by waiting and we could extend our own water plant.

Q. I read from your quarterly report for the quarter ending March 31, 1899: "The rainfall in the Croton watershed and the Bronx and Bryam watershed has been abundant, as shown by the

following tables." Then you give the table. "In consequence of which the natural flow of the streams has not only been sufficient to supply all the needs of the population without draft on stored water but also to fill all the storage reservoirs to the high water mark and allow a surplus of 61,250,000,000 gallons, an average of 686,000,000 a day to run over the Croton dam." That was your report? A. That was the quarterly report? Which quarter?

Mr. Moss—That was the first quarter of this year.

The Witness—Yes, sir.

Q. Again in the same quarterly report: "The normal capacity for the daily supply of the boroughs of Manhattan and the Bronx is, new aqueduct 300,000,000, old aqueduct 80,000,000, Bronx and Byram conduits 20,000,000; total 400,000,000. All that is necessary to insure this supply at all seasons is the construction of storage reservoirs to contain the surplus in wet seasons, in sufficient quantities to tide over the longest and severest droughts which may occur." There are two of those reservoirs under construction? A. Yes, sir.

Q. And the Cornell reservoir will contain over thirty billions of gallons of water?

The Witness—Do you want me to show you why I made the report, from the first quarterly report showing plenty of water and later on—

Q. I ask you why it was that you did not in these reports state the necessity of making a contract with some company? A. For the reasons I have told you, that I held back on the contracts as long as I could. I was against the contracts. I am in favor of municipal ownership, if we can own them; but if we can't get the money—

Q. But you are making a contract for forty years, and you are tying us up, are you not? A. I was not aware, nor am I satisfied yet, that we can go ahead and build those, nor is the comptroller satisfied, I believe. Those two reservoirs are not stopped. They are being built. There is no stoppage of work on those. It is the building of these new reservoirs that will do just what my reports said they would, take this surplus that is running over the Croton dam and store it up. That is what I say and that is what I stand by. That will be done in three

years. They say three years now, but it may take a little longer. Now, take all that water that all this cry has been about, about running over the dams, millions of it, and figure it out and store every gallon of it, and at the end of six or seven years or less where are you going to be? Won't your watershed be exhausted then?

Mr. Moss—Not according to your report.

The Witness—There is a quarterly report which says we have plenty of water, but you don't—

Mr. Moss—And the rains will be coming down from the heavens all that time.

The Witness—You don't say that in 33 years we never had the amount of rain or anywhere near it that we had last year, and the first quarter especially of that year?

Mr. Moss—Now I will help you out. You might say Brooklyn needs water more than New York. You would say that, would you not?

The Witness—I haven't answered that yet.

Q. You would say it, would you? A. If you ask me that, I would say at the present time, yes, Brooklyn needs water more than New York.

Q. Here is what you say about Brooklyn in your quarterly report: "I cannot refrain from again urging the necessity of immediate effort to increase the water supply of Brooklyn, especially the construction of an additional steel pipe conduit from Milburn to Spring Creek, whereby the supply from the city section of the watershed, part of which now runs to waste for want of sufficient conduit capacity, may be fully utilized."

A. (Interrupting.) That is right. What is the point about that?

Q. There is nothing there said about the necessity of making a private contract, is there? A. What is the point about that?

Q. Had it any point? A. You spoke about this steel main. Yes, sir, I have been for about eighteen months trying to get that. That will give us twenty millions more a day. What is twenty millions a day? Only a tiding over for a little while.

Q. In your annual report for 1898 you say: "Amount running

over the Croton dam to waste during the year 1898, 109,476,000,000." You made a contract or tried to make a contract for 200,000,000 gallons a day, and in your own quarterly report you show 680,000,000 gallons a day running over the Croton dam to waste? A. That is for the first quarter of this year—the largest in thirty-three years. There are some figures connected with that, and I would like, if you will allow me, to read an explanation of that. Here is the explanation, which I don't think anybody will deny or refute; and I would like to read this, if you will allow me, or have one of your clerks read it. Will you allow me to read this explanation of that quarterly report?

Mr. Moss—Just let me look at it?

The Witness—That is the only one I have got, and you will hand it back to me?

Q. From the opinion or report of Engineer McLean of the finance department already put in evidence I read the statement that the two reservoirs now in course of construction will be completed before 1903, and that their total capacity then will be 75,236,000,000 gallons, which would be a supply of 400,000,000 gallons a day for 188 days; 400,000,000 a day for 188 days or 200,000,000 a day for 376 days?

The Witness—This is the opinion of Mr. McLean?

Mr. Moss—Mr. McLean.

The Witness—An engineer?

Mr. Moss—An engineer.

The Witness—In the comptroller's office; and that is against the opinion of Mr. Birdsall, the chief engineer of the water department, is it?

Mr. Moss—No, I do not so understand it, because Mr. Birdsall—

The Witness—If Mr. Birdsall tells you different from that—

Mr. Moss—Because Mr. Birdsall's figures and Mr. McLean's figures agree, and the peculiar feature of it is that Mr. McLean's figures are all taken from the reports of your department.

The Witness—If Mr. Birdsall on the stand testified different from Mr. McLean, would you believe Mr. Birdsall or Mr. McLean?

Q. You have no criticism upon these engineers, have you—Mr. Wegman and Mr. Fteley? A. I have none to make, only I stand by the reports of my own engineer. That is all. I think he is the best judge of those matters.

Q. Mr. Fteley, figuring upon the reservoirs that were under construction up to 1895, stated that they would bring the available storage of the Croton basin up to 72,633,000,000 gallons. That has been increased since. (Page 190 of the volume entitled "The water supply of the city of New York," by Edward Wegman.)

The Witness—Will you allow me those figures there in your hand—these different years?

Q. (handing paper to witness). Just before we go any farther: In section 8, "It is hereby agreed by and between the parties hereto that the time herein fixed for the delivery of such water as is herein provided may be deferred at the option of said Water Company for a period equal to the time during which the said water company shall be delayed or interfered with in the construction of the works necessary for the delivery of such water, by any injunction or legal proceeding, or by strikes of workmen, or by any other cause of delay not within the power of the said water company to remedy or overcome." That leaves this contract entirely indefinite as to the time when it shall be performed, does it not? A. Of course it is entirely indefinite. It has not been passed upon by the board.

Q. They might provoke strikes? A. And this might be remedied before it is made a contract.

Q. It is a defect, is it not? A. We haven't come at it yet.

Q. In your judgment is it or is it not a defect? A. I wouldn't say. That is a matter for the board of public improvements to pass upon.

Q. In your judgment is it a defect or not? Is that a good thing to leave in this contract? A. Well, we haven't passed on it yet. It might be struck out.

Q. I am talking about you, the commissioner of water supply. Is that a good thing to leave in this contract?

The Witness—Will you please read it again?

Q. (reading the ninth clause). Is that a good thing to leave there? A. Well, of course there is lots of things there that——

Q. Is it a good thing? Do you think that is right? A. It doesn't sound right there, no.

Mr. Moss—No, it does not.

The Witness—As I say, it is not a contract yet.

Mr. Moss—Fortunately.

The Witness—Well, fortunately or unfortunately. I don't know whether it is fortunately or unfortunately. I think the longer it is delayed the worse for the people.

Mr. Moss—Well, the people seem to be willing to take the risk.

The Witness—There is a whole lot of people willing to talk about taking a risk, and say we hadn't ought to do it.

Q. Was there any competitive bid on this business for taking the supply of 200,000,000 of gallons of water a day? Was there any competitive bid on that? A. Not from there; no, sir. As you said a little while ago, the Westchester Company offered to do it for less. Another company offered to do it for nothing over here. You would not take it for nothing, would you?

Q. They did not offer to give you 200,000,000 gallons of water a day. What are you talking about? A. You said one company offered to give us water for fifty cents. I asked you if you would take that water?

Mr. Moss—I think I would, rather than make this contract.

The Witness—You know we could not do that. You know we could not take that water for nothing.

Q. Did you know that the Ramapo Company had made previous offers in Jersey City and New York and Brooklyn, ranging from twenty-five to fifty-six dollars a million gallons; at fifty-six dollars, to the city of New York. Did you know that? A. No, there was no contract offered that I know of.

Q. Did you ever hear of that offer?

The Witness—Are you speaking now of the Ramapo Company?

Mr. Moss—Yes.

The Witness—Are you speaking of the Ramapo River Company?

Mr. Moss—I am talking about the Ramapo River Company.

The Witness—There was a proposition made at some time by the Ramapo Company to supply water.

Q. At fifty-six dollars? A. No, there was no price mentioned. It was very indefinite.

Q. That was made to Brooklyn. It is stated in the report, is it not? A. I never saw that, not to my knowledge.

Q. There is no provision in this contract by which the water shall be measured. In you other contract with water companies there is provision for putting meters on and measuring the water. Why was there not a provision in this contract for a method of measuring the water? A. Well, it is an oversight; but it would have been put in. It hadn't got to that, you know.

Q. How do you know it would have been put in? A. It would not have passed the board of public improvements without being noticed.

Q. But it passed the corporation counsel. You have taken an entirely different position this afternoon from what you took this morning. This morning it was all right because Mr. Holahan approved it and Mr. Whalen approved it and Mr. Birdsall approved it. With such mighty approval as that do you suppose that such gentlemen as Mr. Keating of the highways and Mr. Kearney of public lighting, and gentlemen having these boards which take up their time, were going to look for flaws? A. No; but you seemed to think this morning that I was putting down those people. Now, this afternoon I want you to understand that I stand for it myself, and I always have.

Q. After the corporation counsel has approved the form of a contract can the board change the contract? A. Oh, yes; it could be referred back to the corporation counsel.

Q. Was this approved?

The Witness—By the board?

Mr. Moss—By the corporation counsel?

The Witness—It came back to Mr. Holahan.

Q. Was it approved? A. You had better ask Mr. Holahan. It came back to the board of public improvements.

Mr. Moss—I will read it. “New York, August, 16, 1899. Honorable Maurice F. Holahan, President Board of Public Improvements. Dear Sir: I return herewith proposed contract between the Ramapo Water Company and the city of New York, with my approval of the same as to form. The contract sent me was so unfavorable to the city in most of its provisions that I felt obliged to redraw it. In its present form I do not think there can be any objection to it. Very truly yours, John Whalen, Corporation Counsel.”

The Witness—I didn't see that when it came back. It was brought right to the board of public improvements.

Q. What were most of those provisions that were so objectionable to the city? We have received the proposed original contract, with Mr. Whalen's amendments. In the whereases as authorized by chapter 378, sections 415 and 471, he inserts 457 also. In the first clause of the contract part, after the words “the said Water Company,” he inserts “party of the first part.” Before the words “city of New York” he inserts “party of the second part.” In the third clause he interlined this, which I read from the original pencil memorandum: “Subject, however, to the right of the city of New York, through its commissioner of water supply, his successor in office or position, to reduce the quantity of supply to such number of gallons as in his judgment may be required, upon notice thereof to the party of the first part.” In the fifth clause, “such water as it may require, not exceeding 200,000,000.” At the end of the fifth clause again: “Not exceeding 200,000,000 of gallons daily.” Again, “not exceeding,” and then an addition of a clause relating to the employment of workmen.

The Witness—I don't know why that clause “not exceeding” was put in, because the chief engineer of the department thought it ought to have been 250,000,000.

Mr. Moss—Mr. Whalen stated that most of these provisions were unfavorable to the city, so he redrew it.

The Witness—Are those all the changes?

Mr. Moss—Those are all the changes. Now, I read from Mr. Croes's report: “The Ramapo Water Company's plan for intro-

ducing 200,000,000 gallons a day at the northern line of the city will, according to the statements of the company's chief engineer, involve the building of at least fifteen reservoirs, dams and the laying of two lines of steel pipes eight feet three inches in diameter and eighty-one miles long, including a crossing of the Hudson river near Peekskill, where there is eighty-five feet of water. This pipe would require about 416,000 tons of steel plate of an average thickness of three-quarters of an inch; for crossing the Hudson river, a tunnel of about 4,500 feet along under the river bed, through material of an unknown character is proposed. The proposal of the Ramapo Water Company, as stated by the commissioner of water supply in his communication to the board of public improvements, is to complete the work in five years from the signing of the contract." And I call attention to the fact that in the statement of the commissioner he supposes it would take five years. "No copy of the proposal has been made public. No definite plans have been prepared or specifications drawn for any parts or items of the work. The exact location and height of none of the dams have been determined; and so far as I can learn no foundation borings or soundings have been made anywhere. Under the most favorable conditions a year's work of engineering study is requisite to put the work of construction in position to begin. I am of the opinion that it will take twice as long to introduce the water from Esopus creek as to procure the supply from the Ten Mile river, and that the Brooklyn and Queens supply could be procured from Long Island in at least as short a time as it can from Esopus creek." Did you know that years ago, in a report of the department, made in the year 1879, the work of Horace Loomis, a plan was all laid out for the tapping of the Housatonic river at a cost of \$2,188,000, by which all of that water would be turned by an open tunnel into the Croton river? A. I never heard of it before. For \$2,000,000?

Q. But I ask you, did you know that in the archives of your department there was this wise work, looking far into the future, performed by Mr. Loomis twenty years ago, when he realized that the time was coming that an additional supply would be needed? He laid out three different routes by which the Housatonic river could be brought there, and one of those was the

making a short stretch of tunnel at a cost of only about \$2,000,000, that would turn it into the Croton? A. It took thousands of dollars to make those surveys, and nothing came of it.

Mr. Moss—They were made for you.

The Witness—Made for me?

Mr. Moss—Twenty years ago, made for you, at the time when the people of New York needed money and so that they would not have to go and mortgage themselves to any paper company. Just for that reason.

The Witness—The charter, I think—

Mr. Moss—Just for the same reason that Mr. White made his surveys and made his reports in 1896, covering the whole field for the city of Brooklyn, so that when it became necessary to increase Brooklyn's supply it could be done without having to sell ourselves out to private corporations. These things have all been done for you, the labor has all been performed, the records are in your archives. Have you not found them?

The Witness—If I found such a thing I dont think I would pay any attention to it. A silly thing, \$2,000,000 to bring all those millions of gallons of water down here to-day. It is ridiculous. The charter gives me the right as commissioner of water supply to do what I think is best and proper for the people of the city of New York. I have done that and I have nothing to retract; and I will stand by it until you or the comptroller or some of those honest men show me a better way to do it. Let the comptroller come here and say he has ever shown me a better way. Let him show me where I have not in 1898 asked for five millions of dollars, to get up our plans and maps and see what could be done. It was delayed and delayed and went to him. In October it is passed and cut down to 250; and then it lays here to-day, and I have not got that \$250,000; and then you talk about owning your own plant. The people of this city will wake up some day and find out who is to blame for this scarcity of water.

Q. And find out that you are a capable commissioner. A. Never mind the capable commissioner. They will find out about the able commissioner and able comptroller. The honest man first and the honest Democrat afterwards.

Q. Is this the only Ramapo job you have ever had your hands on?

The Witness—The only Ramapo—you know some people pass different definitions to the word Ramapo. They call it like breaking into a bank or something.

Mr. Moss—That is what I mean.

The Witness—It is the only robbery I have ever had my hands in? The comptroller says it is a robbery.

Q. He says it. The only water conspiracy, the only foolish water contract, you have had anything to do with? A. I can't say it is a foolish water contract at all. I don't agree with you.

Q. Is it the only water contract in which you have violated the principles of the organization which elected you or caused the election of your appointing power? A. Never mind about violating the organization. Do I violate the law in any way? If I violate the law and am still out of jail I am a smart man.

Q. I am talking about violating the law in favor of municipal ownership. Is this the only time that you have openly, wilfully and against protest violated the principles of municipal ownership in water contracts? A. I don't know of any way I have violated the law at all. The organization is not considered in this.

Q. I read from your quarterly statement: "In the borough of Queens, where the city owns three pumping stations in Long Island City, one at College Point, one at Flushing and one at Whitestone, with systems of distributing mains, the conditions are even worse. The entire supply is obtained from deep wells, some of which are in such close proximity to the shore of the East River or Long Island Sound that the pumping of water from them has to be carefully limited to prevent the drawing of an admixture of salt water which would render the entire supply unpotable and unfit for use. Some of the other wells are in surroundings where there is a constant increase in population and buildings which will in short time compel the abandonment of the wells in consequence of pollution from house drainage. The wells and plants are now worked to their maximum capacity, producing a supply of 3,350,000 gallons a day. This supply is manifestly inadequate.

FREDERICK BOWLEY, being duly sworn, testified as follows:

Examined by Mr. Moss:

I am the president of the borough of Queens. I have tried to be active in representing the people of my borough in the different boards to which I have membership as president of a borough. One of the questions which has very much agitated the people of Queens county, and especially the people in Long Island City, has been the water supply. Long Island City in times past, and in times present, has been most emphatically cursed by the operations of water companies. Some time ago Long Island City endeavored to install its own water plant. It spent five hundred thousand dollars, and had it located with engineering advice, and at the best available points. It was self sustaining at the time. Then these water companies came in and tried to make contracts with the city. There was some contract made, a contract with the Woodside Water Company, with the Water Commissioners of Long Island City, without the ratification of the board of aldermen, which was unconstitutional. The effect of the Woodside Water Company operating its plant close to the plant of Long Island City was depleting our own plant, and letting our own plant go to decay. In other words, our plant was manipulated for the interests of a private corporation, let go to the dogs, and getting up a water cry, and a water scare, showing, as it was declared by some of the engineers in the various water supply systems, whereby the shortage of water would be so pronounced that the people would get up in arms and declare for water at any price; substantially such a cry as they have tried to have behind the Ramapo business, "Water at any price." I recognize the same symptoms. I have already said so. Some of the public spirited citizens of Queens county brought an action to prevent the Woodside Company from delivering water upon the ground that the consent of the board of aldermen had not been obtained. We fought that. I happened to be leader of the majority of the board of aldermen at that time, and contended that they could not enter these contracts without the ratification of the common council; fought the mayor at that

time, who was president of the water commissioners, and who was the alleged owner of the Woodside Water Company at the time, who made a contract with himself and by himself, and for himself, as it was then declared, and the common council did not see that it was the interest of the city. He afterwards declared that he had no interest in the water concern, but it was on evidence in the court that it was not on a good foundation that he made the statement. We secured a permanent injunction through a taxpayer's suit. The city of Long Island City then operated its own plant. She has been doing that for twenty years. Notwithstanding the effect of the injunction, they kept on pumping, as they claimed, water into Long Island City, but we had no data of that. We worked our own plant. It is a fact that since the consolidation, water stations in Long Island City have been allowed to run to ruin, and the full appliances have not been used. I stated that in the board, I state it now, that our own water plant is laid, and not one dollar has been spent upon it to further the interest of our own plant; but to enhance the private corporation who is now supplying us with water. I protested against it. We have now a contract with the Citizen's Water Company of Newtown to supply water to Long Island City; made in the year 1898 by Mr. Dalton and approved by the board of public improvements. I say that while that company has been running its water supply the pumping plant, the station appliances of the city, have been neglected. We are still pumping water, but they have been neglected. I told you the pumping station No. 3, which was put in during Mayor Sanford's time—it is now with one boiler and a pump. The boiler was procured while I was a member of the common council, and put in position to assist the boiler that is there now. As it is to-day, when they propose to clean that boiler they have to shut down, because they have no other assistance but that one boiler. They have but the one boiler there. In order to clean they must shut the entire plant down to clean that boiler. That boiler has been allowed to remain where it is now for the last—pretty nearly three years; nineteen months or twenty months, since the consolidation. It is in no condition at all; it is laying in front of the water plant now, being devoured by the elements. The boiler that was to supplement the other is simply rusting away and the pump that is

in use should be placed lower down. It is now upon a mound of some four or five feet. The pump itself can pump twenty-seven feet of water. Where she is placed now she can pump twenty-two feet. Instead of being upon a mound where she is now, she should be in an excavation of five or six feet, which would allow her to pump thirty-two or thirty-three feet. Another pump should be put there in addition, as in all other plants. There is sufficient water. I have got an expert that has stated that out of that pumping station alone he would guarantee to give us—this is by Chapman, a hydraulic engineer of Long Island City: “I stand ready to contract to give you at least 5,000,000 gallons of water per day from stations 1 and 3, and I believe enough water can be procured from these stations to supply the legitimate needs of your city for many years.” This was while I was alderman. Here is another engineer or expert; W. C. Monroe, consulting engineer, 2185 Seventh avenue, New York city: “The location of station No. 3 is in my opinion well adapted for a pumping plant, and could easily be made to produce a liberal supply of good water. I would recommend that another pumping plant of four or five million gallons capacity be placed in position at this station, and that the pumps situated at least ten feet below the floor line now used, and as soon as a new plant is in successful operation, the new engine now in use be lowered to a line corresponding.” I am perfectly clear, then, and feel that I am representing the people of my borough, and follow their sentiments in this matter. They spoke at the polls a year and a half ago in respect to the same question. My election and elevation as president of the borough was on the question of water, solely and simply.

Mr. Moss—I have here the “City Record,” dated February 24, 1898. There is produced first a communication from Cord Meyer, president of the Citizen’s Water Supply Company, of Newtown: “To the Honorable Maurice F. Holahan, President Board of Public Improvements, New York city. Sir: The fact of the impurity of the water supplied to Long Island City from distinctly local sources has become a matter of almost general knowledge. The existing condition on this regard is evidenced by the supplying to some of the largest consumers in that locality of water from our system. Realizing these conditions, and having some millions

of gallons of surplus water, with some of our pipe lines running to the division lines between Long Island City and the former town of Newtown, we respectfully suggest that the Citizen's Water Supply Company of Newtown would be glad to negotiate with the greater city to meet the pressing necessities for an increased and better supply of water at any point or points on the Long Island side of the East River. With great regard, your obedient servant, Cord Meyer, President Citizen's Water Supply Company of Newtown." Mr. Meyer is recognized as the principal owner of that company, is he not? A. Yes, sir.

Q. There follows a communication from G. W. Birdsall, chief engineer. "The water supply of Long Island City is very deficient, there now being supplied about 2,500,000 gallons per day, 1,500,000 gallons of which is supplied by station No. 2. There is required to fully supply this city 5,000,000 gallons per day. In order to do this it will require the furnishing and laying of 8,000 feet of 20-inch mains, at \$3 per foot, \$24,000; 13,000 feet of 12-inch mains, at \$2 per foot, \$26,000; 8,000 feet of 6-inch mains, at \$1.50 per foot, \$12,000, including the necessary hydrants, stop cocks and connections with present main; total cost \$62,000. As the demand is imperative for more water in Long Island City (some of the inhabitants are now carting water), I would recommend that an agreement be entered into with the Citizen's Water Supply Company, who have a new pumping plant, situated in the town of Newtown, about 2,000 feet from some of the mains now laid in Long Island City, for an immediate increased supply of water, the amount furnished to be determined by meter measurement; the above company to lay the connecting mains from their works to Long Island City mains; the quantity to be 500,000 per day, within thirty days, and to be increased to 3,000,000 per day, as fast as the city of New York is enabled to lay the necessary new mains to connect and distribute this increased supply, the price to be fixed by the board of public improvements, and the necessary appropriations to be obtained from the board of estimate and apportionment after being approved by the board of public improvements. Having been the policy of the city of New York

for many years to own and operate its own water supply and plants connected therewith, I would recommend that provision be made in any agreement for the use of water from private companies, wholly within the city limits, that the right of the city to purchase same shall be recognized and provided for. Respectfully yours, G. W. Birdsall, Chief Engineer." Then follows an opinion by John Whalen, corporation counsel: "Law Department of the city of New York, office of the Corporation Counsel, borough of Manhattan, February 3, 1898. Hon. William Dalton, Commissioner of Water Supply. Sir: I am in receipt of your communication of the 3d instant, asking for an immediate opinion upon two questions: First, as to the powers of the board of public improvements to enter into a contract for the supply of water by a private corporation, namely, the Citizen's Water Supply Company, situated in the town of Newtown; and second, as to the necessity of placing the amount of \$50,000 in the budget for 1898, now before the board of estimate and apportionment, for the maintenance of the water supply under such contract to the department of water supply. Within the limited time afforded me for an examination of the question, I have examined it, and find, under section 415 of the present charter, the board of public improvements shall have power * * * to contract for water supply with private companies or other municipalities (subdivision 7). By section 471 of the charter it is made lawful for the commissioner of water supply to enter into any contract whatever with any person or corporation engaged in the business of supplying or selling water for private or public use and consumption, provided, however, that preliminary to the execution of the contract the assent of the board of public improvements, after submission to it of the proposed contract in all its details, shall be given by resolution to the execution of such contract as submitted. The power would, therefore, seem to reside with the board of public improvements to enter into contracts referred to, subject to the limitations contained in section 471. As to the second question, I suppose if \$50,000 is the sum required to bring about this supply of water under the contract embodied

under the first question, it is proper that such amount should be inserted in the provisional estimate for the year 1898. Respectfully yours, John Whalen, Corporation Counsel."

The Witness—There were two other bids submitted at the time this was. Those bids were not considered in the board of public improvements. They are on the minutes. The bids were not asked for. They were submitted for the consideration of the board of public improvements. Recollect, I opposed those upon general principles. I am an advocate of municipal ownership of all franchises, particularly of water, and for that reason I advocated none of those; but if we must buy water I claim it ought to be by competition.

Mr. Moss—At this point I will read these proposals, just handed in by Mr. Bowling: "To the Board of Public Improvements of the City of New York. Gentlemen: The Jamaica Water Supply Company, with wells located south of the old village of Jamaica, in the borough of Queens, has such quantity of pure and wholesome water as would permit of their delivery to the city of New York, in such borough, 5,000,000 gallons per day, if desired, and would be pleased to enter into contract for such supply. Such additional information as you may desire will be promptly furnished. Respectfully, F. H. Vanvechten, as attorney for the Jamaica Water Supply Co., Bank Building, Jamaica, N. Y." The other one is: "To the Board of Public Improvements of the City of New York. Gentlemen: The Woodside Water Company, with wells located near Woodside, in the borough of Queens, has facilities which will permit of its supplying pure and wholesome water in the following quantities and within the following stated periods, viz.: Within twenty-four hours after signing of a contract, 4,000,000 gallons per day; within thirty days after signing of contract, 4,000,000 gallons additional per day, and within ninety days after signing contract an additional supply of 2,000,000 gallons per day, or total per diem supply of 10,000,000 gallons in ninety days after signing of contract, all such water to be delivered in existing system of Long

Island City. I will be pleased to furnish additional information if you desire. Respectfully, F. H. Vanvechten, as attorney for the Woodside Water Co., Bank Building, Jamaica, N. Y."

The Witness—I have still another from the Montauk Water Company.

Mr. Moss—I will read this: "The Montauk Water Company, Long Island City, N. Y., February 18, 1898. Hon. F. Bowley, President Borough of Queens, Long Island City. Dear Sir: I was surprised to learn from the daily newspapers that a contract was contemplated between the borough of Queens and a water company operating within the borough, as I had understood that all bids on such contract should be let upon public advertisement to the most advantageous bidder; and as I have, after carefully watching the papers, seen no advertisement for any such bid, I therefore beg to ask if the matter of contract as between the borough of Queens for the supply of water to the mains at Long Island City has been duly advertised, and, if so, in what papers. This company is organized as a domestic corporation in the State of New York for the purpose of supplying water in the towns of Jamaica, Newtown and Long Island City. We have an extended plant situated in the village of Jamaica, from which water is pumped in our mains to Long Island City. If the borough of Queens is desirous of entering into contract with private parties for the supply of water at Long Island City, we would be prepared to enter into contract, on advertised request, to supply a very considerable quantity of water at the present moment, into the mains of the Long Island City supply at any one of the numerous points in Long Island City where we come in immediate contact with them, or, on somewhat extended time, we are prepared to supply almost any quantity of water which Long Island City may require. The water we supply is the purest to be had in this section, and I herewith beg to enclose for your perusal a copy of an analysis made by Mr. C. N. Forrest, analytical chemist of Long Island City. At your convenience I would be glad to hear

from you in this matter. I have the honor to be yours very respectfully, J. D. Davies, Chief Engineer." Now, to dispose of these other bids, there comes in the opinion of the corporation counsel?

The Witness—I protest against all those. I want to show you another bid where a party wanted to turn over the water plant after making one, which was submitted to the board.

Mr. Moss—I must read this: "Long Island City, February 15, 1898. To the Board of Public Improvements, New York City. Gentlemen: I see by the newspapers and by the 'City Record' that the question of water supply in and for the boroughs of Queens and Kings is receiving considerable attention. New York city should own its water supply entirely, and can do so without aiding various speculative schemes which have been nurtured for the sole purpose of unloading them at large prices upon the greater city of New York. I realize that the future will demand the extension and enlargement of present supply as owned by the city, and I assume that the water properties owned by the city can be joined, expanded and increased. I therefore propose, in the interest of economy and efficiency, and to secure the public interest, without promoting private schemes for public plunder, to develop the water system in Long Island City, Flushing and the borough of Queens as follows: Renovating, improving and extending the stations and wells in Long Island City and Flushing; building and equipping three new stations and wells in other parts in the borough of Queens; building two large water towers; furnishing and laying 6 miles of 24-inch water mains, connecting the system as owned by the city; all to be turned over in first-class condition, furnishing therefrom 13,000,000 gallons of water per day; the whole to cost less than \$500,000. These plants can be run at an expense to the city of less than 1 cent per thousand gallons of water, instead of 10 and 15 cents, as formerly demanded of Long Island City by the Woodside Water Company. A larger amount of water can be had without going beyond the limits of the borough of Queens

in quantities to supply the water of the boroughs of Kings and Queens for many years. The works as completed to be turned over and become in perpetuity the property of New York city. I am prepared to enter into contracts for any part or all of this work at any time. I understand the water question in the county of Queens, and am willing to aid the city in solving water supply problems without stock jobbing water companies being taken into any pool. Very truly yours, Lucien Knapp, No. 131 Third street, Long Island City."

The Witness—Mr. Knapp was the former treasurer of Long Island City, a man well known, a man able and competent. That was addressed to the board of public improvements.

Mr. Moss—Then we have this opinion: "Department of Water Supply, Commissioner's Office, No. 150 Nassau street, New York, February 16, 1898. Hon. Morris F. Holahan, President of Board of Public Improvements. Dear Sir: I have the honor to submit herewith, for the action of your board, a draft of an agreement proposed to be made with the Citizens' Water Supply Company of the late town of Newtown, for furnishing a daily water supply of three million gallons or less, for distribution in the first ward of the borough of Queens, formerly Long Island City, where such additional supply is very much needed. I also enclose the proposition of the Citizens' Water Supply Company to furnish such supply, and a copy of an opinion of the corporation counsel, affirming the power of your board to make such contract; also a letter dated the 10th instant, from the deputy commissioner of water supply of the borough of Queens, with several complaints from residents of Long Island City that their water supply is insufficient. Very respectfully, Wm. Dalton, Commissioner of Water Supply." Then follows the proposed contract, which has not as many peculiar features in it as the Ramapo contract, and yet which is worthy of some attention. In the whereases it is stated: "Whereas the said commissioner of water supply has duly examined into the sources of water supply of the said water company, and has determined that the same is wholesome, and adequate

for furnishing the quantity of pure and wholesome water to the city of New York, and to its inhabitants, where the said water company hereinafter agrees to furnish." That expression, "has determined that the same is wholesome and adequate," is very much like the Ramapo matter; and the Ramapo contract evidently was drawn upon this Citizens' company contract. The type, the form, is the same. The extensiveness of the Ramapo is somewhat greater than that of the Woodside. You cannot read these two contracts without seeing the connection between the Citizens' and the Ramapo. The Citizens' was the first, it may be. I read the second clause of the contract part: "The said Water Company hereby agrees to forthwith, upon the completion of each of such connections, to furnish and supply through such connections from its water mains to and into the water mains of the city of New York pure and wholesome water, to be measured at or near the point of each such connection, by a standard water meter, to be selected by the commissioner of water supply of the city of New York, and that thereafter while this contract shall remain in force said Water Company will continue so to furnish pure and wholesome water to the city of New York at a pressure at or near each of such connections, equivalent to at least one hundred and forty (140) feet above tidewater, or to such height or pressure as the city of New York may require. The said Water Company further agrees that after thirty (30) days from the execution and delivery of this contract, it will so furnish and supply to the city of New York at least five hundred thousand (500,000) gallons per day of pure and wholesome water, and if it shall be desirable to increase said company's supply to enable it to furnish to said city the desired quantity of water, it is hereby given the authority of the city of New York so to do, as provided by law." Here is a contract to furnish five hundred thousand gallons a day, between Mr. Dalton and this company; and the board of public improvements by passing this contract vests the details of carrying it out in the hands of Mr. Dalton. If, in the judgment of Mr. Dalton and of the Citizens' Company, it becomes desirable to give more than 500,000 gallons of water per

day, then the Citizens' Company of Newtown is given all the authority of the city of New York to go out and get that additional supply. It does not say where they shall get it. It does not limit them to the borough of Queens. They can go anywhere, wherever the city of New York might go.

The Witness—That was modified afterwards.

Mr. Moss—"The city of New York hereby agrees that, after the execution and delivery of this contract, and as fast as mains are laid to distribute same, it will accept from the said Water Company all of the pure and wholesome water which the said Water Company will so furnish and supply to the city of New York, provided the quantity of water so furnished shall not exceed three million (3,000,000) gallons per day, and that it will accept such additional quantity of water as may from time to time be designated by the commissioner of water supply of the city of New York, and as shall be so furnished by the said Water Company." It is left entirely to the commissioner of water supply to say how much more than 3,000,000 gallons shall be furnished. "That the said Water Company shall furnish a bond to the amount of one hundred thousand dollars (\$100,000) for the faithful performance of the above agreement." That is just like the Ramapo, even to the amount of the bond. But let us see how much they were to get for this. As the Ramapo contract was larger than the Citizens' contract, the price was larger; but not very much—\$65 a million gallons. It appears from the communications of the company that its water mains were within a few hundred feet of the Long Island system; that it was in actual operation; that all it had to do was to connect itself with the Long Island system of distribution and turn its water in. Its water had not to be brought from a long distance. It was the water pumped from the great natural supplies on Long Island. Now, on a contract for three million gallons per day, which may be extended ad libitum by the commissioner of water supply under this contract, they were to get \$65 a million gallons. There is nothing in this contract either to show that this water shall only

be distributed in Long Island City. The only thing that prevents this Citizens' Water Company's perfected contract from being as threatening a matter as the Ramapo contract seemed to be at one time is a provision that it is to be for three years; but if attention were not called to it, that three year clause could be very easily removed. And I say to you, Mr. Chairman, that with that three years' clause removed, here is the Ramapo business all over again, and an accepted fact.

The Witness—I think that was afterwards modified so as to read that it should only appertain to the first ward of the borough of Queens. The comptroller refused to sanction that unless it so read.

Mr. Dalton—It never was intended for any other place than Long Island City. I don't know why it should be modified. I don't know that it was. I believe the comptroller had something to say about it.

The Witness—At the first instance it was. It read so that you could supply Brooklyn or anywhere, for I went to the comptroller and stated it.

Mr. Dalton—You will find the original contract—I have got it here. I understood the comptroller was afraid it would apply to somewhere else.

Mr. Moss—If it was modified, how could that modification be good for anything unless it was repassed by the board of public improvements?

The Witness—I don't think it was the final contract. Was that passed?

Mr. Moss—This is the final contract, as I find it in the "City Record."

The Witness—That was laid over for two weeks or a week, at my request. You will find that there was a different contract when the week was up, if my recollection bears me out.

Mr. Moss—Now, let us see the dialogue which ensued upon this contract:

“Mr. Bowley—I would like to have this matter laid over for one week.

“President—This matter has now been running for four weeks.

“Mr. Bowley—I did not know anything about it. We have water enough in Long Island City; nobody is going to suffer, and to make a contract with a private corporation—

“President—The chief engineer has been investigating the matter for four weeks.

“Mr. Bowley—I have the credentials in my office from an expert engineer that two of our water stations will give us ample water if put in proper working order. I did not know this contract was being prepared. It seems very strange that the corporation counsel could hand this opinion to the commissioner of water supply.

“President—The opinion of the corporation counsel was asked for three weeks ago by this board.

“Mr. Dalton—I spoke to Mr. Bowley about this matter last week, and informed him that I had all the papers in my office, and would show them to him if he came over.

“Mr. Bowley—I did not understand that he was going to make a contract. He was telling me that the engineer was going to make a report. We have \$200,000 of water bonds we are paying interest on now. I think it is very unjust to act on this matter this week. If this administration is to be run on an economical plan, I don't think we ought to start in with an extravagant waste of money like this.

“President—Does the president of Queens, on his own responsibility, say that the people of Long Island City are not in need of water?

“Mr. Bowley—I say we are in need of water, but I say that our own plant should be put in order. We have a boiler standing in pumping station 3 which, if it is put in proper shape, will give us enough water from that station alone. I got an opinion from an expert who says that he can give us from that station alone ample water for years to come.

"Mr. Grout—I have no vote upon the question, but I would like to say that in the first place this proposed contract does not appear to have been submitted to the corporation counsel.

"President—It will have to be submitted to him, if that course has not already been taken.

"Mr. Grout—In the second place, the contract was never here before; in the third place, I want to call attention to the report of the chief engineer. This is the first time the city of New York is about to depart from the custom of having their own water works. There is nothing in the report that tells how much it will cost to fix the present water works in Long Island City. There should be no objection to laying this over for a week and asking for a fuller report from the chief engineer.

"Mr. Bowley—On my own responsibility I will state that we have ample water. I want to say a few words, if you will allow me, in reference to that station No. 3. The pump there is put in an elevated position, some three or four feet on a mound, instead of in an excavation. Now, if this defect is remedied, and the boiler put in position, I will say that we will have all the water we need for the next two years, and not be compelled to make contracts with private individuals."

Mr. Fitch then spoke. Mr. Fitch is the deputy water commissioner of the borough. He said: "I know there is an urgent necessity for water in Long Island City, and I am willing to get it anywhere. Let us get the water, and if there is anything done that is antagonistic to the public interests we can meet that afterwards. I feel we must have water in Long Island City, and have it as soon as possible.

"Mr. Bowley—We had a nice supply of water there for a short time after Mr. Fitch took possession. I went to him shortly afterwards and asked him the reason for the shortage of water, and he claimed that the engineer had been around to recommend that No. 3 station be stopped because it was running with one boiler." Then it was laid over for one week, and it was at that meeting that Mr. Bowley made his proposition.

The Witness—The sentiment of my borough ran so high upon this matter that our local board had a meeting and passed a resolution.

Mr. Moss—I will read that resolution, to be found at page 887 of the "City Record" in 1898: "Resolved, That we, the elected representatives by and of the citizens of the borough of Queens, in meeting assembled this 11th day of February, 1898, with all respect due to any and all other officers and bodies embraced in the government of the city of New York, and loath to take exception to their doings in general, feel, nevertheless, constrained from our knowledge of the attempts that are being made by outside bodies, and its appointees, towards centralization of power in the borough of Manhattan, as against the rights of the people of the several other boroughs of the city of New York, and the destruction of home rule therein, to and hereby do unreservedly and most emphatically protest against such attacks, and demand that no improvements of any nature or other special action relating to this borough be initiated unless the tax paying people of this borough first be heard thereon, and same sanctioned through its elective representatives, the local board of this borough of Queens, city of New York, in accordance with title 3, chapter 9 of the Greater New York charter."

The Witness—That resolution was taken and forwarded to the municipal authorities. Our local board, the regular charter representative of the people, had passed a resolution against this water matter. You will find that. I have got a copy of it.

WEDNESDAY, *September 13, 1899.*

The committee met pursuant to adjournment, at 10.30 a. m.

Present: Mr. Mazet (chairman), and Messrs. Fallows, Costello, Wilson, McEwan and Hoffman.

A. T. WHITE, called as a witness, being first duly sworn, examined by Mr Moss, testified as follows:

I was formerly commissioner of city works in the city of Brooklyn. I had under my jurisdiction the water supply of the city of Brooklyn, and while I did not feel the immediate requirement for a large additional supply of water for Brooklyn, for the purpose of furnishing data and information that might be of use in the future, I caused extensive examinations to be made of possible future sources of water supply for the city. This volume was my report. It is a copy of it. This report was based upon examinations made by Mr. Worthen and Mr. De Verona. Mr. De Verona was an engineer of the department; Mr. Worthen, since deceased, was an eminent New York engineer not connected with the department, whom I called in partly on account of his expert knowledge and partly because he was more familiar with at least one of the sources of investigation than any one else I knew. The surveys were authorized by the common council in 1894, and were made during 1895, and were published in January, 1896. Mayor Schieren was mayor during 1894 and 1895. This work was prosecuted entirely with his knowledge and sanction; in fact, it required a special resolution of the common council. This was a matter carefully discussed by the public authorities of the city of Brooklyn. There were examined three possible sources of supply, Ten Mile river, the Ramapo and Walkill rivers, and the Long Island supply, so-called. This Ramapo supply that was examined was in the neighborhood of the Ramapo river, as I understand—the original territory that the Ramapo Company expected to develop, and which has been adopted lower down to some extent for the New Jersey supply. This

Ramapo shed, comparing it in size and resources with the Ten Mile river and the Long Island supply, was a little the smallest of the three. While I was commissioner I was called upon by some one in the interest of the Ramapo Company. I received a call early in the first year of my term from General Tracey, and I am not sure but he came the second time. I didn't see him after that. Mr Tracey wanted simply to inquire whether I was ready to receive, and I suppose to forward to the common council any proposition for water supply by any private company. I understood that he represented the Ramapo Company at that time. That was in 1894. I am speaking merely from recollection. I have not refreshed it at all. He asked me if I was willing to entertain a proposition from the Ramapo Water Company. That was my understanding of it. I cannot swear to any language that was used. I told him that I could not entertain any proposition until after the engineers had carefully examined into the subject, and that after such an examination I would listen to a proposition. By that I had reference to this proposed investigation. My engineers reported the probable cost of bringing water to the Ridgewood reservoir from the Ramapo source. Mr. Worthen figured—it is not stated in his report, but the figures which he gives make it about \$20 per million gallons. I never received any propositions from the Ramapo Company at all. I did not hear from that company after that. Brooklyn at the present moment is in great need of more water than it has. There is an immediate way of increasing the water supply for the city of Brooklyn. The pressing need is for a pipe conduit from what is known as the Mill pond pumping station down to Spring creek. From Spring creek to the Ridgewood pumping station, which is but a short distance, a conduit was built during my term, and the pipes and conduit needed there, which would cost a million dollars more or less—it could have been built then for less—that would add nearly one-fourth, if not quite one-fourth, to the present supply of the city of Brooklyn, and I understand the resolution for that has passed the board of improvements and the council, and is now pending in the

board of aldermen. With that addition Brooklyn could hold out for a few years more. I fully believe that in the course of a few years more the city's own plants could be developed to meet all probable contingencies. Mr. Worthen reported there was a practical way of bringing the Ramapo water into the city of Brooklyn. He reported a cost of fourteen and one-half millions for the works, and the figuring of the cost per million gallons can be done by any one, by allowing what rate of interest you please on the bonds, and depending on the rate at which they would be placed, and the sinking fund. What I mean is, if the city built the works and owned these works, issuing bonds for their construction, that the interest—the charge upon these bonds—would make the water cost about \$20 a million, based on his figures of the cost of the works at that time. He figured that the Ramapo watershed in itself was not sufficient; the part of New York State, of course, was not sufficient to give the 100,000,000 gallons which were required in our investigation, and that therefore a small part of the Walkill watershed must be made tributary to it. There was also investigated the Ten Mile river source. That was a larger watershed, and more than 100,000,000 gallons a day could have been got from it, but my requirements for the purpose of comparison was 100,000,000 gallons from each source, so that we might be figuring substantially on the same basis in each case. The probable cost was figured. It was eighteen and one-half millions for the cost of the works, which would have made the water cost, we would say, \$25 or upwards per million gallons, instead of \$20 from the Ramapo. The source from Long Island itself is principally over ground, while it is almost level with the ocean, so it has to be pumped. There are large streams on the easterly end of Long Island which never dry up, but the water has to be pumped from them to bring it to Ridgewood. Mr. De Verona figured on that one \$39, if I remember correctly, per million gallons. On all these propositions the city would own the plant. I have no idea that anything else is necessary. I see nothing whatever in the situation at Brooklyn, which I understand is worse than the situation

at Manhattan, which makes it necessary to mortgage the city to a private company. I do not remember how long it would take to make the Ten Mile river supply available. I don't remember exactly any statement by Mr. De Verona. There may be one there. I have not been able to use my eyes for six weeks; but my recollection is it was not less than three or more than five to bring water from any source to Ridgewood, and in the case of Long Island a part could be utilized in a much shorter time, so that in any event, with municipal ownership, the relief could be got sooner than from the Ramapo Company, because its sources are still further away than any of these three. Before I was commissioner I had been a merchant all my life, doing a large business and having some knowledge of public affairs. I was educated as a civil engineer, but I never followed the profession. In determining these matters I required my engineers to inform me of their discoveries, so that I could use my own mind and judgment upon the facts as they revealed them to me, and I also required them to express their own views independent of mine, for my own advice, but I never used them for anything but advisers in coming to my conclusions or in my work as commissioner. I recognized the necessity of applying my own judgment, aided by specialists and experts. I certainly had to take the responsibility. There are a good many details there which I would rather the engineers—there is only one of them now living, Mr. De Verona—would speak of than myself, because I wouldn't know. He went into it very thoroughly, while I only got a summary. I have my own views on the subject. I think they are pretty clearly expressed. It is the opinion of a good many experts in water matters that there is a very large unused underground water supply or water source on Long Island and a good many take the opposite view. Some have expressed the view that an almost unlimited quantity of water could be got from underground on Long Island. I should not want to endorse that too far. I think there is some water there, but nobody can tell how much, in my judgment. There is some relief to be had from underground sources; some has

been had already, and more to be had. It is now a meagre supply, rather than abundant, that is, the underground. There are two underground supplies. I must discriminate. The underground supply which comes from near the surface, which is directly dependent on the rainfall in the district furnishing it—a considerable part of the total supply of Brooklyn is of that nature; but the supply that comes from deep underground wells, to which I understood your question more particularly to refer, does not, or did not at the close of my term, amount to more than 5 or 10 per cent. of the whole supply. Upon the question whether there is in this deep water supply under Long Island a large quantity of water or small quantity I have nothing upon which I should wish to express an opinion. There is in the borough of Brooklyn, as well as in the borough of Manhattan, a very large quantity of the available supply running to waste for lack of appliances to bring it down to the city. I think that water running to waste amounts to more than 20,000,000 gallons a day; that is, if the pipe conduit was built we should add more than 20,000,000 to our daily average supply. If these supplies, Ten-Mile river, Ramapo river and Long Island supply, were available to the borough of Brooklyn they are available to the borough of Manhattan as well. Two of them are more available to New York, the Ramapo and the Ten-Mile. We only figured on one hundred million gallons from each of these sources, but I say more could be produced from Long Island and more from the Ten-Mile. Upon my figures then, upon these surveys—these elaborate surveys—we can get from these three sources at least 300,000,000 gallons a day, and get them at a much less expense than is proposed by the present Ramapo contract. I sent a telegram to you to this effect: "Reports of competent engineers to me as commissioner of city works, Brooklyn, printed by the department in 1896, prove that 300,000,000 gallons daily supply obtainable for present city for about half the gross sum proposed, and would leave the city in full ownership instead of at mercy of private company. Could be worked in sections within debt limit, increasing supply naturally. There is not one sound argument

for private contract; every reason of public interest opposes." I still stand by that. I do not think it would cost one-half the sum, but I wish to be liberal in my statement. Mr. Van Buren and Mr. Worthen undertook jointly to make this investigation in the beginning, and then Mr. Van Buren's health failed him and Mr. Worthen finished it. This represented in part the work of Mr. Van Buren. Mr. Worthen gave him due credit in his report. Taking the present system of water supply for Brooklyn, I figured the cost per million gallons in 1895 at \$56 per million distributed, and the distribution was variously estimated at from \$16 to \$21 a million, which would leave from \$25 to \$40 a million gallons as the cost at that time to the city of Brooklyn for collecting and delivering at Ridgewood reservoir. From my experience in this public works department and knowledge of things in general, I think the difficulties would be much greater in bringing the water the 81 miles by the Ramapo Company than in getting water through either of these three plans. It would cost a great deal of money in building of reservoirs and in the construction of the steel conduits eight feet and three inches in diameter, to conduits, and to be delivered at New York at an elevation of 300 feet. There is no question about that. I have not, I am sorry to say, been able since that proposition was made to even read it, on account of my eyesight. I have already said, I think, if the borough of Brooklyn could speedily have the assurance for that pipe conduit, which will take more than a year, I fear, to complete, that we should be relatively safe for a few years. I should only like to make this suggestion, since you permit me to, that in some of our neighboring States, in Massachusetts at least, a State commission has made an elaborate report on all sources of water supply within the State. In New Jersey an admirable report was prepared by one engineer on the various sources of water supply, to which I made some allusion in my own report, and it does seem to me that the time is near at hand, if it has not already come, when the State itself ought to take up the question of the survey of available sources of water supply, without leaving it entirely to the cities to go where they please and do as they please.

By the Chairman:

Q. Do you think that is a matter for State supervision? A. For State survey at all events, and possibly afterwards for State supervision, but the first thing, as you may judge from my own report—the first thing we all need is an accurate statement of facts. When we have got facts we can form opinions; without facts opinions might not be worth much. In Massachusetts they followed their survey with the creation of a State commission which has charge of the water supply, not only of Boston, but of every city and village within twenty-five or fifty miles of Boston, now quite an elaborate system. I am not prepared to say anything of the kind is necessary here, but I am prepared to say that unless we have a careful survey of all the sources of water supply in eastern New York the problem which confronts New York to-day is going to confront and does confront Troy, Albany, Poughkeepsie, Newburgh and places all down the Hudson, and if every city has the right to go where it pleases and take water, we should come to a time when New York might find it convenient to take water that Yonkers wants. Who shall decide between them? It strikes me we are dealing with the margin of a very large problem, and my report undertook to get for Brooklyn and this territory reliable information regarding the three nearest watersheds capable of giving 100,000,000 gallons each. It seems to me that to protect the cities we must, in order to protect the country counties, if necessary, against the cities themselves, and to secure the information which we all need, whether for water supply or manufacturing or transportation or whatever purpose, it is an entirely legitimate field for the State to enter into, and has been done successfully already in Massachusetts and New Jersey, and if the city needs to go ahead and make surveys and get water from near-by sources, there is no reason why the State should not at the same time be making similar surveys. If they did nothing more, that would act as a check on local surveys.

The Chairman—It is a very important matter and we appreciate very much your suggestions in regard to it.

Mr. Dalton (to the Chairman)—Mr. Chairman, may I ask one question of Mr. White? Mr. White has made the statement if that conduit was made over there the city of Brooklyn would be safe. I want to ask Commissioner White how long the city of Brooklyn would be safe with an addition of 20,000,000?

Mr. White—An addition of 25,000,000 ought, unless our basis of growth has increased in the last three years—I don't know but it has, for when I left Brooklyn it was gaining about three and one-third per cent. a year, and there was a slight increase in water consumption—I should say at the time the report was written that 25,000,000 gallons would be good for from four to six years; perhaps at this time four years would be the extreme limit.

Mr. Dalton—Our engineer says about two years. That is why I asked.

Mr. White—I think if we struck such a summer as we had in 1894 or 1895 we would run short, for they were very dry years.

Mr. Dalton—I also want to ask if any company, the Ramapo Company in particular, offered to sell water to the city of Brooklyn for \$20 a million gallons? A. No, sir; the Ramapo Company made no proposition.

Mr. Dalton—Was your report at that time published in the Brooklyn papers and given to the public and to the officials so that your city officials were aware of it?

Mr. White—It was published in full in at least one of the daily papers, and I think nearly in full in all of them.

Mr. Dalton—This is not the Ramapo now you speak of of which you made a report?

Mr. White—No; I understood you to ask me if this report was printed in full.

Mr. Dalton—This is not the Ramapo you speak of now, the Ramapo river, of which I made a report?

Mr. Moss—You made a report on Esopus creek.

Mr. Dalton—Yes, but you asked some questions about the other.

Mr. Moss—You volunteered some information about it.

By Mr. Moss:

Q. I notice a statement, "The experience of London is sufficient warning against allowing the possession of the main sources of supply to pass into private hands." What did you mean by that? A. London is, I think, entirely, certainly almost entirely, supplied by private ownership of several companies that have been growing up there for centuries, and they are now facing a problem of buying out those private companies, and practically, as I understand it, throwing away their works and bringing a new water supply from a greater distance, and the fact of the existence of these companies, with the rights in some instances of centuries, is the great difficulty in the Parliamentary problem. They have had it before Parliament now for five years. The last scheme was to spend the equivalent of about \$185,000,000 if they could get rid of the private companies. At one time I tried to find whether the Long Island Water Company was getting water from the Ridgewood reservoir by secret pipes, but I did not succeed in finding that they were. I think there was known to be one—my mind is a little hazy on this, but my impression is there was one connection which was cut off, and only to be used in case of fire. I never heard of any other connection than that one. My recollection is there was a connection in case of fire, and in fact now the city has been partially supplying them with water because their works were not adequate. That is, as I understand at the present time, or within recent times, the city from the Ridgewood reservoir has been supplying the Long Island Company in order to help them to carry out their contract, but I have no knowledge in the matter.

JOHN PROCTOR CLARKE, being first duly sworn, examined by Mr. Moss, testified as follows:

I was an assistant corporation counsel prior to January 1, 1898, and in my duties I was frequently in Albany looking after legislation that affected the city of New York, and at intervals caused introduction of bills which were devised by officers of the government to meet the requirements of the city in various directions. The measures that were advocated by the administration, as a rule, were adopted. There was an exception. In 1896 the corporation counsel, who had been an aqueduct commissioner before he was appointed corporation counsel, drew a bill which provided that the aqueduct commissioners could authorize their engineering force, which was thoroughly equipped for the purpose, to make an exhaustive examination of the source of water supply—possible sources of water supply—for the city of New York, the idea being that while the commissioners were so equipped with an engineering force a complete examination should be made and a report rendered, one copy of which should be filed with the Secretary of State and one with the commission and another in the county clerk's office, so that if at any future time—and the suggestion was made that in some fifteen or twenty years the city might be looking for additional sources of water supply—all the data would be at hand, so that no time need be wasted in the determination of the sources and the value of the necessary aqueducts and reservoirs; in other words, that the city should be forehanded and instead of waking up at the last minute and then wasting a year or two in preliminary examination, that that work should all be done while the aqueduct commissioners were in possession of this engineering force; in other words, the same kind of examination made by Mr. White for Brooklyn and by the State authorities in the States he has mentioned. This bill was drawn and given to me, and I had it introduced early in January, 1896, in each house. It was referred to the cities committees and stopped there. It never was reported by the cities committee of either house. My recollection is that the only other bill that was intro-

duced at the request of the city authorities that was not passed was a bill providing for a deputy commissioner of corrections. My recollection is those were the only two bills. I may be mistaken, I may be wrong, but so far as my recollection serves, those were the only two bills. I did all I could to get that bill out of committee. The bill was presented, and an argument was had. I did not learn of any reason why the bill should not be reported, but it was not reported.

By Mr. Hoffman:

Q. And you did not then know what, if any influence stood against the bill, did you? A. I am not going to testify as to surmises or suspicions.

Q. I ask you if you knew at that time of any influence that stood against the bill. I am not asking you for surmises at all. I do not think it would be fair? A. I am not able to say at this time anything further than that the bill did not pass. In 1897 the identical bill was reintroduced. In 1897 it was only introduced in one house; it was introduced by Mr. Austin in the Assembly. He was then chairman of the cities committee, and it was referred to the cities committee of the Assembly, and was reported favorably from that committee and passed by the Assembly on the 21st of April, as I recollect it; it was transmitted to the Senate the next day, and on its introduction in the Senate from the house it was moved to third reading, and referred to the cities committee of the Senate, and it died there. It never was reported. All there was in those bills was the giving of authority to the city department to make surveys and get into possession of the necessary data. I found out since it had been done in the city of Brooklyn. It was merely a thorough examination of the possible sources of water supply, and the filing of the results of that investigation in three public offices for future use, it being understood there would be no need to make use of that information for some fifteen or twenty years, but that in the meanwhile as the force was thoroughly equipped, and it was anticipated that that force would be dismissed long before the need of the

additional water supply had been made manifest, that is to say, the life of the aqueduct commission would cease with the completion of the aqueduct system, which it was anticipated would be in from three to five years. I think they have two years only. There were public hearings on these bills. No opposition was present, so that so far as I could see there was no open antagonism. I represented the corporation counsel's office at Albany in 1895. Mr. Morton was the Governor of the State in 1895. I remember what the complexion of the legislature was, which party was in the majority. I do not remember the figures in the Assembly and Senate. The Republican party had a working majority in both houses. In 1895 the Assembly was constituted with 128 members. That was before the new Constitution went into effect. The Senate had 32 members. I don't recollect that in the Legislature of 1895 there were 107 Republicans and 21 Democrats in the Assembly. Not to recollect the figures, I know that the majority was exceedingly small in the House; I don't remember the figures. I know how committees are constituted in the Legislature. Ostensibly, they are appointed by the Speaker. The Speaker names the committees and the majority of them are on the majority side in both branches. That is elementary parliamentary law.

Q. It always has been the custom to put at least three to one members of the majority upon the committee in the same ratio for the minority? A. I am not competent to testify as to the custom of the Assembly, Mr. Hoffman, I do not know that to be the fact. I do not remember that in 1895, in the Senate there were thirteen Democratic members and nineteen Republican. I only remember there was a working Republican majority, I don't recollect the figures. I remember how the Legislature of 1896 was constituted, which party was in the ascendancy, Republican; Mr. Black was Governor of the State at that time. I do not recollect the representation of the Republicans in the Assembly and Senate of that year. Not by figures; I know there was a working Republican majority in both Houses. That was the first year the new Constitution went into effect. The Assembly consisted of 150 members.

Q. Wasn't the figures 105 members were elected as Republicans in the Assembly and 45 Democrats? A. I don't recollect the figures, Mr. Hoffman; there was a large Republican majority as I recollect it. I don't recollect the figures in the Senate, there was a working Republican majority in the Senate and a large Republican majority in the House. In both those years, 1895 and 1896, the majority on the cities committees were Republicans. The minority were Democrats. That applied in 1895, 1896 and 1897. Mr. Black was Governor in 1897. I remember the complexion of the Legislature in 1897—Republican by a working majority. I don't recollect the figures.

Q. You say there was absolutely no opposition to this bill in 1895 or 1896 so far as you know? A. I didn't say that.

Q. So far as you know? A. I was asked whether there had been a public hearing on the bill and whether there had been any open objection. I said there had not been any. There was a hearing on this bill before the cities committee in 1895 and 1896. There was no person there that year in opposition, in the open session of the cities committee.

Q. You say the bill was not reported in either of the two years? A. No; I said on the contrary when Mr. Austin introduced the bill in 1897 it was reported from the cities committee favorably and passed the Assembly on the 21st day of April, went to third reading in the Senate upon its introduction and was referred to the cities committee of the Senate and was not reported. It was not reported in 1896 from either committee.

By Mr. Moss:

Q. Did the minority of the committee in 1896 make a report in favor of the bill, or endeavor to call attention to it, A. I don't understand that the minority can report a bill.

Q. Did it endeavor to call attention to it, I asked, did it make a report concerning the bill?

Mr. Hoffman—The minority has no right to make a report.

Mr. Moss—A minority always has a mouth and in spite of rules can make that mouth heard.

Mr. Hoffman—I don't think you can establish that fact to this committee.

Mr. Moss—I establish it right here.

Mr. Clarke—You cannot establish it by me, Mr. Moss.

Mr. Hoffman—You cannot establish a fact by Mr. Clarke or any other witness that is going to change the rules of the Assembly.

Mr. Moss—We want to find all the people that have smothered good bills.

Mr. Hoffman—The minority will assist you, Mr. Moss, because they are certainly not responsible for the acts of the Legislature for the last six years.

Mr. Moss—Perhaps I may remind Mr. Hoffman that he himself, according to the record, voted for the extraordinary bill that gave the Ramapo Company its wonderful powers.

Mr. Hoffman—Let me say there never was a question came up in the Senate or Assembly, so far as I heard, when this bill came up for consideration. I did not know there was such a thing as Ramapo ever existed until 1897, because I had only been a member of the Legislature for six weeks when this bill was passed. This bill was not discussed.

Mr. Moss—I intend to bring out in this hearing —

Mr. Hoffman—I am glad you brought it out, for it gave me a chance to say something I wanted to say—

Mr. Moss (continuing)—That the bill when introduced in 1895 by Mr. Nixon was innocent on its face, it gave this company a right to obtain water in Ulster, in Orange counties, just as any little local company might do, but some how or other it came out of the committee with an amendment which gave it the right to go into any part of the State and supply any part of the

State, which was an extraordinary thing considering that the company was only a paper company.

Mr. Hoffman—Have you the record of that, Mr. Moss?

Mr. Moss—I have the record of that.

Mr. Hoffman—Let me see it.

Mr. Moss—It is at my office, I will produce it.

Mr. Hoffman—I think you will find there wasn't a Democratic vote on that bill.

Mr. Moss—It will be produced at the proper time. The amendment was brought in by Mr. Cutler, the chairman of the committee, and the bill was passed unanimously in the Assembly and in the Senate.

IGNATIUS M. DE VERONA, called as a witness, and being duly sworn, was examined by Mr. Moss and testified as follows:

I am engineer of water supply in the borough of Brooklyn. It was I that made the surveys upon which this report of Mr. White was based concerning the Long Island supply. My report to Mr. White was entitled "Preliminary report on an additional minimum daily water supply of one hundred million gallons from Long Island." I found I could get one hundred million gallons daily from Long Island. I can get it to-day. I found out what it would cost in interest on the bonds per million gallons. It depends on the interest of the bonds; it would be, for instance, at three and one-half per cent., if that is the rate of interest on \$24,500,000, that would make it cost for interest per million gallons about \$23. Adding other items it would cost \$39.03. Figuring it at the widest, allowing for everything, it would cost \$39.03 per million; that was the figure I stood on when that report was made. And that implies ownership of

the plant by the city. I believe in that, that the city should own its plant if the city has the financial ability to.

Q. I take from your report on the 28th page this statement: "The total daily supply would be from the original watershed 48,000,000 gallons, from the extension east of Rockville Centre 66,000,000, from the plant under discussion 100,000,000, making a total maximum daily yield of 214,000,000." A. That was my report.

Q. I take this also from your report: "The unexcelled quality of the water from the southside streams of Long Island is too well known to require here any other statement than that the proposed supply would be equal in this respect to that obtained from the extension east of Rockville Centre or from the original works." A. That was my report.

Q. And I notice, sir, that your report is most complete in that it shows the proposed watershed, it describes the general plan, it discusses the conduits and pumping stations and supply falls in storage capacity, of engines, efficiency of boilers, driven-well stands, tanks, forced mains, land and water rates, and estimates of cost of yearly maintenance. All these matters were considered by you, were they? A. They were.

Mr. Dalton—I want to ask if a contract could be made and water could be got for \$39 a million gallons, why the city has been paying \$60 and \$65 a million gallons? I ask him that, and I have had no conversation with Mr. DeVerona or any other engineer on this subject, except Mr. Birdsall.

The Witness—What is the first question?

Mr. Dalton—The question is—your statement was water could be got at that time for \$39 a million gallons; my question is why has the city of Brooklyn paid the amount it has been paying all these years since that report was made when they could get water for \$39 a million gallons? A. I know nothing of the cases in which contracts were made to obtain water for the city of Brooklyn, because I have not charge of that branch.

Q. Could the water be got to-day for \$39 a million gallons?

A. It would cost a little more now; the price of iron and steel has increased, and it would take 132,000 tons of steel in these works. I know it would cost a little more than then delivered at Ridgewood.

FRANK H. PLATT, being called as a witness, was examined by Mr. Moss and testified as follows:

I am a member of the law firm of Tracy, Boardman & Platt. I know the newspapers say Mr. Tracy was at one time president of the Ramapo Water Company. I never knew of it until I read it in the newspapers. I do not mean to say that the business of the Ramapo company has not in any way come into our office business. I mean to say that at one time we did some trifling law work for the Ramapo company—our firm did—and that is all I ever knew of its affairs. General Tracy came into our firm from Brooklyn in March, 1889, when he became Secretary of the Navy; his business was then brought over from Brooklyn into our office. Together with the business that came from there, there was a law suit relating to the title of some property up in the Ramapo valley somewhere, and although I never had anything to do with that suit, I learned that it related to a title which the Ramapo company was interested in, and that he was acting as counsel for the Ramapo company in that law suit. It was for the specific performance of a contract to take title to some property up in Orange county or Rockland county, I don't remember which. It was an important case. Subsequently, as I have since learned, some of the officers of the Ramapo company came to our office and asked us to prepare a mortgage for them, and Mr. Boardman tells me he did prepare a mortgage for that company. I knew at that time that the Ramapo company existed and that we did that business for them in the office, but I know nothing about it in detail. I understood after that that our connection entirely ceased. It seems, however, that when the act of 1895 was passed, and was before Governor Morton for his signature that General Tracy, who was then in

Europe, requested Mr. Soley, who was in our office, to present the case of the Ramapo company in favor of that bill to Governor Morton, and I am told that Mr. Soley did so. I did not know anything about it at the time. I didn't know the bill was pending; I don't think Mr. Boardman did, and that is all I have ever known about the Ramapo company or had to do with it. That work of Mr. Soley was treated or considered as a part of his work for the firm of Tracy, Boardman & Platt. There was a charge for it to the company, and a recompense for that went into the treasury of the law firm. Mr. Soley was paid \$250 for making the argument and that went into the treasury of the firm of Tracy, Boardman & Platt. Tracy, Boardman & Platt never had any other relation to the Ramapo Water Company than I have stated, so far as I ever knew or have been able to learn. I never personally knew anything about the Ramapo Water Company's affairs. I never had anything to do with its affairs; I did not know that this bill was pending; so far as I can remember I learned of it after it became a law. I never heard of this contract that was produced here recently until I saw it in the newspapers after it had been produced, and I never had any interest whatsoever in the affairs or stock or property or rights of the Ramapo company. I mean to say I never owned any stock or had any stock held for me in trust or any way—not one dollar. I never had any interest direct or indirect. I didn't know—I might say if I had been asked before this recent matter came out in the newspapers, whether the Ramapo Water Company existed, I wouldn't have been able to answer the question. General Tracy is now in Paris, arguing the case of the Government of Venezuela against Great Britain. He is counsel for Venezuela in Paris before the treaty commission or whatever it is. I had a letter from General Tracy about three weeks ago, in which he said he thought they wouldn't get through their work before the first of October, and I suppose he will return as soon as he gets through his work. I never had any consultation with Mr. Lauterbach concerning any questions of the Ramapo company. I never had any conversation with him, or communica-

tion of any kind until recently. I was in his office and asked him something about it within a week or two. I never have spoken to Mr. Dutcher on the subject, and didn't know he was president until I saw it in the newspapers recently. I might add I didn't know—I don't know now, except from newspaper information—that General Tracy had any other interest in the company than these old relations as counsel, which took place some years ago. I have seen statements in the newspapers recently, but I have not been able to hear from him as to whether he had or not. I have written to General Tracy on the subject, but have not heard from him.

By Mr. Hoffman:

Q. Mr. Platt, you stated you were a member of the firm of Tracy, Boardman & Platt; how long have you been a member of that firm? A. Well, I have been a member of the firm of Tracy, Boardman & Platt, and its predecessors in the various ways it has been formed, since 1885; we formed the firm of Tracy, Boardman & Platt, consisting of General Tracy, Mr. Boardman and myself in 1889. General Tracy was a member of the Greater New York Charter Commission; I think he was the president of that commission. The commission that framed the Greater New York Charter was appointed the year previous to the consolidation; the consolidation took effect, as I remember, January 1, 1898. The law was passed then in the session of the Legislature of 1897; the commission sat during the previous year; it must have been appointed by an act of the Legislature of 1896.

Q. Now, General Tracy was the president of the Ramapo company, was he not? A. I know nothing about that, except I have so seen it stated. I have been told so. I presume from statements I have seen, that General Tracy, my partner, was the president of that company. I think it is true, undoubtedly. Not at the time of the commission, as I have heard it stated.

Q. Isn't it true he was the president of the Ramapo company at the time he was president of the Charter Commission? A. Mr. Hoffman, the statement I have seen —

Q. I ask you to answer the question.

The Chairman—He is answering it.

The Witness—I only know by the statements I have seen in the newspapers.

Q. You believe the statements you have heard, and what you have heard in your office? A. I don't believe the statement you have just made.

Q. You don't mean to say you wouldn't know as a matter of fact, without any question, whether or not your partner was a member of the—knowing he was the president of the Ramapo Company, and whether you wouldn't know the fact he was at the same time president of the Charter Commission. Wouldn't you know that? A. I wouldn't know about General Tracy's personal relations—I might and might not.

Q. Wasn't it a business relation? A. It wasn't anything the firm had anything to do with.

Q. Wasn't it a business relation to the extent that at that time your office was attorneys for the Ramapo company? A. No, sir.

Q. Are you sure about it? A. Nothing, except as I have stated.

Q. Hasn't your firm argued cases in the Court of Appeals for the Ramapo company? A. One of them.

Q. And hasn't it done other business for the Ramapo company besides arguing a case in the Court of Appeals? A. The business I have stated, so far as I know, is all it has ever done. I have looked up the office records carefully and find nothing else. I do not know the time when General Tracy became president of the Ramapo company. The commission that framed the Greater New York Charter, of which commission my partner was the president, made its report, I think, to the Legislature of 1897. I do not know what General Tracy's salary was as president of the Ramapo company. I don't know anything about it. I have never heard it stated he owned \$1,000,000 of stock of the Ramapo company. I know nothing about it.

Q. You don't know whether or not General Tracy at the time he was president of the company owned and controlled

\$1,000,000 of stock in the Ramapo company? A. I don't know anything about it.

Q. And you don't know whether or not he owns a \$1,000,000 worth of stock at the present time? A. I don't know anything about it, and I don't believe anybody ever stated any such thing. I did not have any stock of the Ramapo company. I never had. I am sure about that; absolutely.

Q. Now, why, if you know, did General Tracy give up the presidency of the Ramapo company? A. I don't know that he ever did give it up, or was ever president. I heard it stated he gave it up when he became a member of the Charter Commission.

Q. Did you hear when he gave it up? A. I saw it stated in the newspapers that he gave it up when he became a member of the Charter Commission. I do not know that Silas B. Dutcher was ever made president of the company. I have known Silas B. Dutcher since I was a boy. He is identified with the same political party I am; and has been for thirty or forty years. Very prominently identified with it. Mr. Dutcher is president of a trust company in Brooklyn, and I suppose he has other business. Very honorable and high positions he has held.

Q. Has your firm been doing any law business for Silas B. Dutcher? Isn't it true he is a client of your office? A. I don't remember that we have done any business for Mr. Dutcher, we may have, though so far as I know we never have.

Q. Now, isn't it true, Mr. Platt, that Silas B. Dutcher acted as the nominal president of the Ramapo company, and that he acted for and upon the request of General Tracy, of your firm, and that your firm is still interested in the company and its affairs? A. Will you separate that question so I can answer it part at a time? Simply because I don't understand it all is the reason I ask.

Q. I ask you whether Silas B. Dutcher is acting now as the nominal president of this company? A. I don't believe Mr. Dutcher acts as nominal president of anything. I know nothing about it.

Q. Isn't it also so that he is so acting upon the request of General Tracy? A. I know nothing about it.

Q. And your firm? A. He hasn't acted upon the request of our firm.

Q. You have stated General Tracy requested one of the members of your office, or some one in your office, to communicate with Governor Morton in 1895 for the approval of this Ramapo bill? A. I have so been informed.

Q. You made inquiries to find out? A. Yes, sir.

Q. For which you say your firm was paid by the Ramapo company? A. Yes, sir.

Q. Were you paid in cash or check? A. I have not any idea; there was simply a credit on our books.

Q. Do you think you were paid in cash or check? A. I have no doubt it was a check, but I know nothing about it.

Q. Will you produce that check? A. If it was a check we deposited the check.

Q. Do you know how much it was? A. Two hundred and fifty dollars.

Q. Are you sure it was? A. That is what our books show; we enter every thing in the books.

Q. Now your office is attorney for a great many corporations, is it not? A. Well, all we can do business for, that are straight-forward honorable corporations we do.

Q. And your firm has been employed for a number of years in going to Albany protecting the interests of corporations? A. That conveys an imputation.

Q. You have appeared for corporations before the Legislature, before committees of the Legislature? A. I don't know that that has anything to do with this investigation, but I will answer yes.

Q. That is not for you to determine. A. Yes, it is, just as much as you.

Q. If you don't desire to answer the question you need not. A. I have.

Q. Is your firm attorney for the Consolidated Gas Company? A. We have done business for them.

Q. For the Telephone Company? A. No, sir.

Q. Has your firm ever been counsel to the Telephone Company?

A. We have argued cases for them, argued various matters.

Q. Haven't you appeared before the committees of the Legislature at Albany for the Telephone Company? A. I don't think I ever have personally. I think General Tracy has.

Q. And your firm is counsel for the Standard Oil Company?

A. No, sir.

Q. Never was? A. No, sir; I think not.

Q. You won't swear it was not? A. I don't remember any case where we have appeared for the Standard Oil Company.

Q. Is your firm counsel for any insurance companies? A. We are counsel for the Fidelity and Deposit Company of Maryland.

Q. I will come to that later. For any other? A. I don't think we are counsel for any insurance company.

Q. You are counsel for the Fidelity company? A. Yes, sir.

Q. That is generally known as "The Platt Surety Company," isn't it? A. That is what some of you people call it.

Q. What do you call it? A. We call it the Fidelity and Deposit Company of Maryland.

Q. Is your firm the attorneys for the coal trust? A. No, sir.

Q. For any combines in the coal interest? A. I don't know of any such combination.

Q. You haven't heard of any such thing? A. Yes, I have heard a great deal of talk.

Q. Has your firm appeared in the interest of the coal trust before any committees of the Legislature in Albany? A. No, sir.

Q. Sure about that? A. Sure.

Q. Your firm is the attorneys for Armour & Co., are they not? A. We are.

Q. Did you arrange the terms by which there has been a beef trust formed? A. No, sir.

Q. Had nothing at all to do with it? A. Nothing whatsoever to do with it.

Q. Your firm was counsel for the Astoria Heat, Light and Power Company? A. Well, yes, sir.

Q. Counsel at the time the legislation was pending at Albany this year? A. Yes, sir.

Q. And your firm appeared before the committees of the Legislature in favor of that bill? A. I did every thing I could to get that bill passed.

Q. And you appeared before the Governor and asked his approval of it? A. The Governor never had it before him.

Q. You would have appeared before the Governor to ask his approval? A. I would have done anything I could in order to get it passed.

Q. Is your firm the counsel for the Manhattan railway? A. No, sir, I think General Tracy has sometimes argued cases in court for them.

Q. So you have done business for the Manhattan railway? A. I think we have argued cases in court; I don't know of any other business.

Q. Is it not true that your office represented the Illinois Central in the passage of the Krum banking bill, which was passed by the Legislature of this year, which granted special privileges to certain corporations, which the press declared to be one of the most iniquitous measures ever passed? A. Which part of the question shall I answer?

Q. Answer the whole of it.

Mr. Moss—I would only suggest to the Assemblyman —

Mr. Hoffman—Are you appearing as counsel for Mr. Platt?

Mr. Moss—No, I am only suggesting to you. I suggest you characterize whether you mean the newspaper called "The Press" or the press generally. I am only trying to assist you.

Mr. Hoffman—I do not desire any assistance.

Mr. Moss—I am your counsel, and if you do not want my counsel I will not give it to you.

The Chairman—This question is wholly irrelevant to the investigation.

The Witness—I am perfectly willing to answer it.

Mr. Hoffman—It is as relevant as questions put to witnesses summoned before the committee heretofore.

The Chairman—Mr. Platt will answer the question.

Mr. Hoffman—I ask you whether your firm represented the Illinois Central in the passage of the Krum banking bill, which was passed by the Legislature of this year, which granted special privileges to certain corporations, which the press declared to be one of the most iniquitous measures ever passed? A. No, sir, our office did not—whatever the form was—we did not represent the company.

Q. Did not your firm appear before the Governor on that bill? A. No, sir.

Q. And advocate its passage? A. No, sir.

Q. Positive about that? A. I have no recollection of it.

Q. You won't say whether one of your firm did not appear before the committee and before the Governor in favor of the bill? A. I don't think they did.

Q. But you won't say positively, yes or no? A. I can't say; there are a number of members of our firm; I can't answer for them; I didn't know of it.

Q. Isn't it true that it was stated at that time that your firm received a fee of \$100,000 for securing the passage of that act?

A. I believe some of you people said something of that kind.

Q. You heard it? A. I don't think I did.

Q. That was a matter of common report in Albany? A. I don't know. I believe some of you said I received \$600,000 on Astoria.

Q. You heard it stated, did you not, in Albany, that your firm did receive \$100,000 for the passage of this act? A. I don't remember any such statement as that. I may have heard it; I presume you said it.

Q. Is is not a fact that your firm has represented at Albany, since your party has been in the majority, almost every corpora-

tion in the State of New York desirous of either obtaining or preventing legislation? A. No, sir, it is not true.

Q. Isn't it true, then, of the greater majority of the corporations who have either desired legislation or sought to prevent legislation? A. No, sir.

Q. Are you sure about that? A. Sure.

Q. But your firm does appear for a great many corporations at Albany? A. We appear for some, not a great many, no.

Q. How many retainers has your firm received from the Attorney-General of the State for the last five years? A. I don't remember we have ever received any.

Q. Will you swear your firm received no retainers from the Attorney-General? A. I will swear I cannot think of any now; if you can mention any I will try to answer it specifically.

Q. Now, Mr. Platt, when was the law passed granting to foreign surety companies the right to do business in this State? A. It was passed in a general insurance law of the State in 1892.

Q. And amended in 1895? A. No, sir.

Q. Sure about that? A. I am sure.

Q. Isn't it true that the law granting power to foreign surety companies to transact business in this State was passed by the Legislature in 1895? A. No, sir, you haven't got that right. I can give you the facts if you wish them.

Q. I would like the facts; that is what I am after. A. In 1881. I think it was, a law was passed authorizing courts, departments and officials to accept surety companies, which had been approved by the courts, as sureties on bonds. One surety company in place of two individual sureties wherever two individual sureties were required to allow them to accept one surety company. That had nothing whatever to do with the admission of a surety company to do business in the State; it was admitted by the general insurance law of the State, just as every other foreign insurance company was admitted. In 1892 the insurance laws of the State were revised by the revision committee and passed by the Legislature.

Q. In what year? A. 1892, I think, as I remember; I may

have the dates wrong, but I think I am right about it. In revising the law the revision committee, by an error, left out the provision which they intended to incorporate, carrying over the act of 1891 into the insurance law, and it was repealed, the act of 1881, so that for a time the surety companies of the State were doing business without any such law at all. In 1893 the American Surety Company, a domestic corporation, wanted to get the act of 1881 re-enacted, and in re-enacting it they left out the words "or authorized to do business under the laws of the State of New York," and left it standing so that it provided that they might accept only, as surety, those organized in the State of New York. It was done for their own private individual benefit, for the purpose of excluding foreign companies from that business. I went to the Legislature in 1895 in the interests of the Fidelity and Deposit Company of Maryland, and had those words reinserted in the law; had a bill introduced amending it so as to reinsert the words which had always been there, and which had been left out for the special benefit of the American Surety Company, and in order to create a monopoly for the American Surety Company. The result of it was, the law was restored to its original condition, and it has resulted in the introduction of the Fidelity and Deposit Company of Maryland and various other surety companies, has occasioned competition in the business, has reduced rates very much and has been very beneficial to the public.

Q. So that in 1895, at the time this bill was introduced, foreign surety companies had no legal right to give bonds in the city of New York? A. Yes, sir; they had the right to give bonds, and were doing it right along.

Q. Had they a legal right when this law had been changed by the American Surety Company? A. They were doing it right along.

Q. But they had no legal right to do it, had they? A. It was a question as to whether the court had the power to accept them, but they were accepting them.

Q. You did not think they had the legal right to give bonds, did you? A. The courts all held that they had the power, but at the same time it was better for us to have it in that form and have it beyond question. That is the whole foundation of all the state-

ments that have been made about getting the Fidelity company admitted to the State by a special act of the legislature.

Q. That bill passed the Legislature and became a law, did it not? A. By practically a unanimous vote of both houses.

Q. And your firm appeared before the Governor for approval of it? A. I did. I appeared personally and made an argument before the Governor.

Q. Did you receive a fee for your services? A. I was the general counsel of that company, being paid for my services at that time.

Q. Your brother is connected with this Fidelity and Deposit company, is he not? A. He is the vice-president and general manager.

Q. He became its vice-president immediately after the passage of this bill by the legislature in 1895, did he not? A. He became general manager of the company before the passage of the bill in 1895.

Q. Did he not become vice-president after the passage of the act? A. He was elected vice-president a year or two afterwards. He was very active in the management of the company, and was raised to the position of vice-president.

Q. And he has held that position ever since 1895? A. He has been general manager and vice-president since, I should say, 1897.

Q. And his salary is \$15,000 a year? A. No, sir.

Q. Do you know how much less it is than \$15,000—or is it more? A. I know what his salary is, yes, sir.

Q. How much is it? A. I will not say.

Q. You decline to answer that question? A. I decline to answer that question.

Q. Why? A. Because it is nobody's business. It is not relevant to this inquiry.

Q. Your firm is the counsel for the Fidelity and Deposit company, is it not? A. Yes, sir.

Q. Is it not true that the so-called Fidelity and Deposit company, which is spoken of familiarly as the Platt Surety company, are on the bonds of almost every canal contractor of the State who has received canal work? A. No, sir, I think not. I believe we are on seventeen or eighteen contracts, and I believe that there has never been any question whatsoever about those contracts, any of them.

Q. Is it not true that the reason why the canal frauds have not been prosecuted is that if they were it would bankrupt the Platt Surety company?

Mr. Moss—Repeat that question, please.

The Witness—There never has been any claim, so far as I have known, suggested against any contractor who has given the bond of the Fidelity and Deposit Company of Maryland.

Mr. Moss—Will you repeat that question?

Q. (repeated) “Is it not true that the reason why the canal frauds have not been prosecuted is that if they were it would bankrupt the Platt Surety company?” A. There never has been any claim, so far as I have known, suggested against any contractor who has given the bond of the Fidelity and Deposit Company of Maryland. I mean any canal contractor.

Q. Is it not true that you conceived the scheme of passing the so-called Raines liquor tax law? A. I was one of the men that talked about it. I did not conceive it.

Q. Was it not conceived by you and all your firm, in order to bring business to the so-called Platt Surety company? A. No, sir; it was conceived for the purpose of taking out of Tammany Hall the power of blackmailing saloon keepers.

Q. And lodging it in the hands of Republicans at Albany? A. No, sir; there never has been any such thing suggested.

Q. So that you say that was not the scheme, to help along the surety company—the passage of the Raines Law? A. No, sir; it had nothing whatsoever to do with it. It was for the purpose I say.

Q. Does the Raines Law say anything about the giving of bonds—how they shall be given? A. It simply says that they shall be given—that bonds shall be given. I don't know how it reads.

Q. Do you not know that the liquor tax law provides that the surety company can give a bond for the person applying for a liquor license? A. Yes, sir, I do. That is a very beneficial provision too.

Q. For the surety company? A. Very beneficial provision for every saloon keeper.

Q. And for the surety company? A. We have made money out of it, yes, sir.

Q. Is it not true that the so-called Platt Surety company——

The Chairman—Mr. Hoffman——

The Witness—Let it go. I wish you would, Mr. Chairman. It gives me the opportunity which I have sought for a long time.

Mr. Hoffman—I am glad I have given you the opportunity. It is an opportunity I have been seeking for a long time.

The Witness—We are both agreed. Go right ahead.

The Chairman—I was objecting to his use of the words “Platt company.”

The Witness—I don't care what he calls it.

Mr. Hoffman—You have heard about the Freedman company, have you not? A. I know all about the Freedman company.

Q. That company is familiarly known as the the Freedman company, is it not? A. You can call it that.

Q. You have heard it called so? A. It is a very appropriate name, too.

Q. Your company is familiarly called the Platt company? A. Yes, sir; call it so, if you please.

Q. How long after the Fidelity company or Platt company went into business did the Freedman company go into business? Was it a year afterwards? A. The Fidelity and Deposit company went into business in 1890. It went into business in November in 1895—it was admitted in 1894.

By the Chairman:

Q. That is the Platt company? A. That is the Platt company. The Freedman company went into business about the time that Mr. Croker got back into control here, and went into business in New York.

By Mr. Hoffman:

Q. Is it not true that the Freedman company was organized a long time prior to January 1, 1898? A. I don't know when it was organized.

Q. So that when you make the statement and have reference to Mr. Croker, you make a statement about which you know nothing? A. No, I do not. I say it went into business in New York, or I meant to say that. How long it was in business in other states I don't know.

Q. Is it not true that the United States Surety company went into business quite some time before January 1, 1898? A. You mean the Croker company?

Q. Whatever you choose to call it. It does not make any difference. A. It might have done some business, but it cut no figure in the business in New York prior to the time when Tammany Hall came into power.

Q. Is it not true that prior to the time that Tammany Hall came into power the Fidelity and Deposit company gave nineteen-twentieths of all the bonds which were issued for the giving of liquor tax certificates throughout the city of New York? A. No, sir; nothing like it.

Q. About what percentage of the bonds did it give? A. The first year it gave a very large percentage, but after that I cannot give you the amount.

Mr. Moss—I cannot get it. I have been trying to get it from both departments of the excise.

The Witness—I am very willing to give it to you if you want it. I can furnish it, but I haven't it in my mind.

Q. Are your firm the attorneys for the Rapid Transit Commission? A. Will you allow me right in this connection to say something about the surety company business?

Mr. Hoffman—Certainly. Anything you desire to say.

The Witness—As far as the giving of the excise bonds is concerned, there never has been any given by the Fidelity and Deposit Company of Maryland except in fair open competition with

the American Surety Company and every other company that was in existence. The Democratic newspapers throughout the city at the time of the passage of the law made very vigorous attacks on the Fidelity and Deposit Company of Maryland, and so advertised it that it meant a great deal of business to the company. Its excess of business over other companies that year was due more to the fact of the newspaper advertising that it got. As far as the giving of any other kind of business was concerned, or doing any kind of bonding business by the Fidelity and Deposit Company of Maryland, none of it has ever been done except by a free, open competition in the market.

Q. Is that all you desire to say on that subject? A. I do wish to say that as to the Freedman company, on the contrary, it has increased the number of bonds given by the city officials enormously, and has charged premiums very much higher than the market rates, on which commissions were charged; and you have the testimony before you as to where those commissions went. I want to add further, in regard to what you call the Platt company, that Senator Platt never had any interest of any kind direct or indirect in its stock or property or business, or never had anything to do with its business. It has been conducted by my brother and myself, and it is our own business and not his, and he has nothing to do with it.

Q. Now, your firm are the attorneys of the Rapid Transit Commission, are they not? A. For the New York Rapid Transit Commission; yes, sir.

Q. How long have you been attorneys for that commission? A. Strictly speaking, I am wrong about that. I think Mr. Boardman is counsel for the Rapid Transit Commission, and I think he has been counsel for it since the beginning.

Q. He is one of your firm? A. Mr. Boardman, yes, sir.

Q. Have you any idea how much money your firm has received from the city as fees? A. I want to add, before answering that question, that the firm of Parsons, Sheppard & Ogden are associated with us. We together are——

Q. Have you any idea how much the city of New York has paid to your firm for fees as counsel to that commission? A. No, sir; I haven't it at hand. I could get it for you.

Q. Is it a very large amount? A. At times we have been paid liberally. We worked very hard. At other times we have had nothing, because there has been nothing to do.

Q. Has it been as much as \$200,000? A. No, sir; nothing like it.

Q. \$150,000? A. No, sir.

Q. \$100,000? A. No, sir.

Q. \$75,000? A. No, sir.

Q. About how much was it? Was it \$50,000? A. Well, Mr. Hoffman, I will furnish you the figures from the books, if you will give me an opportunity. I cannot tell you now.

Q. You are certain it is not within \$50,000? A. No, sir; I didn't say that I was certain.

Q. I would like to get your judgment about the matter? A. It is a matter of fact and not a matter of opinion, and I shall not give any opinion on the subject.

Q. The fact, so far as you know it, I would like to have at the present time. A. I do not know.

Q. Is it so trifling a matter that you cannot recall now about how much money you have received from the city of New York as counsel, from the Rapid Transit Commission? A. No, sir; but it is a matter that has extended over many years and many payments and I cannot tell you from memory.

Q. How many years has it extended over? A. I suppose it is seven or eight years. I don't know how long ago. I can ask Mr. Boardman. He would know exactly.

Q. Your firm are the attorneys for the street opening commissioners that are widening Elm street, are they not? A. They had a very extensive condemnation proceeding. Property was condemned from the City Hall clear up to Lafayette place, and Mr. Boardman was counsel, under the appointment of Mr. Scott, for the city in conducting those condemnation proceedings.

Q. How often has your firm appeared before the State Railroad Commissioners as counsel? A. I cannot tell you.

Q. How often have you personally appeared on behalf of your firm before that body? A. I don't know that I have ever appeared before the State Railroad Commission, except for one client.

Q. What client was that? A. That was a client for whom

I am general counsel in this part of the State. That is the Lehigh Valley Railroad Company.

Q. Did any of your firm appear recently before the land board—the commissioners of the land board? A. Oh, yes; we have been before them many times.

Q. How often have you been before them on matters? A. I never appeared before the land board. It is done in our real estate department.

Q. Your office is interested in matters that come before the land board very often, is it not? A. We have frequently had clients who have had cases before the land board.

Q. How many cases about during the year 1898 has your firm been interested in before the land board? A. We may have had half a dozen cases there. I don't know.

Q. You may have had twenty-five cases? A. No, sir; I don't think so.

Q. Your office does have a great deal of business before this board, does it not? A. Oh, not nearly as much as some offices; no, sir.

Q. What other offices? Do you know of any office that has more business before that board than your office? A. I have no doubt that every one of the large real estate firms has a great deal more business than we do.

Q. Do you know of any one in particular that has more business before the board or before the railroad commissioners than your firm? A. I don't know the facts, but I know there must be a great many firms that have more than we do. I have no doubt that the counsel for the New York Central road is before that board ten times to our once.

Q. Now, Mr. Platt, do you know who your firm represented in the land board matters? A. We represented a client named Townsend within the last year, who had a claim against the State. We represented a client named Vail. We represented the Astoria Gas Company. I think we represented William R. Grace. I do not remember any one—I think there were one or two others but I cannot remember who they were.

Q. Did your office appear in a recent matter that came before the land board, upon the question of the State conveying property which the city claimed to own? Did your firm represent

any corporation in that matter before the land board? A. I don't think you have the issues stated correctly. I think there was a question as to whether the law required merely an examination by the dock board in the case, or an absolute approval by the dock board.

Q. Yes; had your firm appeared in that matter? A. We argued the case; yes, sir.

Q. Who did your firm represent in that matter? The Long Island Railroad? A. No, sir; that was another case. We did not represent the Long Island Railroad in that case, I think.

Q. Whom did you represent? A. I should say that we did not represent the Long Island Railroad. If we did I do not know it. You know there are a great many cases in the office that I do not know of. We appeared in a case where we represented the Astoria Gas Company.

Q. I mean a recent case, within the past month, where property under water was sold. They claimed to have the right over the heads of city authorities to make them deliver deeds to this property? A. There is a dispute of that character pending in regard to a great many cases. Whether we have had a case bearing on that point or not I cannot answer.

Q. Have you had one in the past month bearing on that point? A. I can only answer by going to the office and finding out.

Q. Do you remember the passage of the anti-trust bill in the Legislature of 1897? A. I know there have been anti-trust bills before the Legislature in various years, but I do not remember the year.

Q. Do you remember that you appeared as the attorney representing certain corporations in opposition to that bill, before some legislative committee? A. I represented one corporation, I think, at one time, whether or not it was that bill I do not know. I do not think I have.

Q. Probably I can refresh your recollection. A. I do not think I did in 1897. It may be.

Q. Is it not true that you prepared an amendment to that antitrust bill, which was adopted by the committee of the legislature and subsequently approved by both branches of the legislature and then approved by the Governor? A. If you would show me the act to which you refer I might be able to answer.

Q. I will ask you this question. Is it not true that you prepared an amendment to the anti-trust bill, which amendment was inserted in the bill and upon which very amendment the law was declared unconstitutional by Judge Chester? A. I think you have got that wrong. There was an amendment prepared to the bill of that year, which I either prepared or else approved and advocated. I do not think that the law has ever been declared unconstitutional by Judge Chester. I think that Judge Chester declared that the proceedings which the Attorney-General undertook to take against that law were irregular, but I cannot remember exactly in regard to it. The decision will show for itself what it held.

Q. Is it not true that the amendment which you prepared to this bill and submitted to the committee which had charge of it, and which was subsequently ratified by the passing by the Senate and Assembly, and which was subsequently approved by the Governor, was the very identical point upon which Judge Chester declared this act irregular, in so far as the examination was concerned? A. No, sir; that is not true.

Q. You are positive about that? A. I am.

Q. Is it not true that for preparing this amendment and protecting the interests of the trusts in this particular matter your firm was paid \$75,000 as a fee? A. No, sir.

Q. Was it not stated and was it not a matter of common repute in and around Albany that that was the fact? A. Any report about me on the Democratic side of the house I never paid very much attention to.

Q. Is it not common repute on both the Democratic and Republican sides? A. I have no idea. I have no recollection of any such statement, but if it was made I never paid any attention to it.

Q. Are you interested in any corporation? A. Am I? Yes.

Q. Financially? A. Yes, sir.

Q. What corporation? A. I don't know that that is a fair question to ask me. I am a director and so hold stock in the United States Express Company. I am a director and so hold stock in the City Trust Company.

Q. How much stock do you hold in the United States Express Company? A. I decline to answer.

Q. Why? A. Because it is none of your business.

Q. You believe you have the right to decline to answer questions of that kind? A. I do—any question that is not relevant to the subject of this examination, and that has nothing to do with it.

Q. What other companies do you own stock in besides the express company. A. The City Trust Company.

Q. How much stock do you own in that? A. I do not think it is relevant to this examination and decline to answer.

Q. Did you pay for that stock? A. I did, just as everybody else did, and in every other company where I own any stock.

Q. What other company? A. I own stock in the Fidelity and Deposit Company of Maryland, and I paid for it just what everybody else paid for it.

Q. Will you state to the committee how much stock you own in that company? A. I will not, for the same reason.

Q. You decline to answer that question on the same ground? A. I do.

Q. What other corporation do you own stock in? A. Well, I own stock in—I am a director and own stock in the Rahtjens American Composition Company.

Q. Any other? A. Yes, sir. I own stock in the Republican Iron and Steel Company.

Q. Any other? A. Yes, sir. Well, I don't think of any other at the present time.

Q. There are a great many others that you hold stock in? A. No, sir, there are not.

Q. There are some? A. I don't know that there is any other.

Q. Do you own stock in the Lawyer's Surety Company? A. No, sir.

Q. Did you ever hold any stock in that company? A. No.

Q. At no time? A. Never.

Q. Do you own any stock in the Lawyer's Title and Guarantee Company? A. I owned a few shares once but sold it long ago. Of course I have a membership in the Law Institute and membership interests in various institutions of that kind.

Q. You heard Mr. Clarke testify this morning, did you not, on the witness stand? A. I did.

Q. Were you in Albany at any time attending upon any of the sessions of the legislature or of its committees during the year 1896? A. I have no doubt that I was.

Q. Were you there a great many times? A. Oh, no, sir. I probably was there four or five times. I have never gone to Albany very much.

Q. And you were up there in 1897? A. I think I must have been. I don't remember the occasions now.

Q. And in 1896 your partner, General Tracy, was the president of the Ramapo Water Company, was he not? A. I don't know that.

Q. Some time in 1896 or 1897? A. I have told you all I know about it.

Q. He was the president of the company? I want to fix the time? A. So you say.

Q. So far as you know. A. Do you mean to assert or to ask?

Q. I ask you the question and you can answer. A. I told you I don't know.

Q. Did you not hear that he was the president of the Ramapo company in 1896? A. I don't remember ever to have heard that he was the president of the Ramapo company until I have seen it in connection with those recent proceedings since the introduction of this contract into the board of public improvements.

Q. You attended upon the sessions of the legislature and of its committees in 1897, did you not? A. I have no doubt I did.

Q. A number of times? A. Well, I have never been up there very much.

Q. In 1896 and 1897 the legislature was overwhelmingly Republican in both branches, was it not? A. My recollection is that it was Republican in both branches.

Q. Overwhelmingly so? A. I don't know what you mean by that.

Q. One hundred and seven Republicans out of 128 in the assembly. You would consider that overwhelming, would you not? A. It was strongly Republican.

Q. Very strongly? A. Very strongly Republican. I don't remember the number.

Q. And the Governor of the State was of the same party in 1896 and 1897? A. Yes, sir.

Q. Did you ever hear anything in reference to the bill that Mr. Clarke made reference to here to-day, in 1896 or 1897? A. I never heard of either of the bills that Mr. Clarke referred to

to-day, anything about them, except what he stated on the stand to-day.

Q. You do not know anything at all about them? A. Nothing whatsoever about them and never did.

Q. And if your partner, General Tracy, was the president of the Ramapo Water Company in 1896, do you think your office would not have known something about this bill, if it was inimical to the interests of the Ramapo Water Company? A. We would not have known anything about it.

Q. Not even if it was inimical? A. We have nothing to do with the Ramapo company.

Q. Do you have files of bills introduced in the legislature at your office? A. I always have files, yes, sir.

Q. You know what bills are introduced from day to day? A. When they come in I generally glance over them.

Q. You had this list of bills sent you in 1896 and 1897, did you not? A. I always have a file of the bills, yes, sir.

Q. You had some difficulty with Governor Black, did you not, the last year of his term? A. No, sir.

Q. Are you sure about that? A. Sure.

Q. Is it not true that you appeared before the Governor on some bill in which some corporation for which you appeared was interested, and he refused to sign it and you said that you would see that he was not renominated? A. No, sir; no such thing ever happened.

Q. Did you make that statement to any other person, other than the Governor? A. I never made that statement to anybody and no such thing ever occurred.

Q. Did you make any part of that statement? A. No, sir.

Q. In whole or in part? A. Please repeat the statement?

Q. I ask you, is it not true that you appeared before the Governor on some bill in which some corporation for which you appeared was interested, and he refused to sign it, and you said that you would see that he was not renominated? A. No, sir; I never said any such thing.

Q. No such thing occurred? A. No, sir, no such thing occurred.

Q. You never made any such statement, either in substance or otherwise, to any person other than the Governor? A. Quite

the contrary. I should have been very glad to have seen Governor Black renominated, if I had thought that he could be elected.

Q. Your firm appeared in opposition to the franchise tax bill, did it not? A. I don't know that we ever appeared in opposition to it. I was very much opposed to it.

Q. You were very much opposed to it? A. I didn't believe in it, no sir; not in the form in which it was put in.

Q. Do you believe in it to-day? A. I think if it was put in to-day, it has quite a great deal of good in it, yes, sir.

Q. But you did not approve of the principle? A. I approved of the principle of taxing corporations more than they have been taxed.

Q. Do you approve the bill as it is upon the statute books to-day? A. There are some features about it I approve, and some I do not. I do not see how it is relevant at all to this examination but if it is at all interesting to you I am perfectly willing to answer it.

Q. Did you appear before the Governor after the bill was passed by the legislature, in the first instance, before the call of the special session, and ask him to veto this bill? A. No, sir, I did not.

Q. Did your partners? A. I talked with the Governor a great deal about it but I did not talk as a representative of any corporation.

Q. In favor of or against this bill? A. I talked against the Ford bill, as it stood, or rather in favor of amending it.

Q. After you spoke to the Governor, this special session was called? A. Oh, well, I talked, as everybody did about it. It was a subject of general interest.

Q. And the special session was called? A. I had nothing to do with the calling of the special session.

Q. After your talk with the Governor a special session of the legislature was called and an amendment to the bill passed? A. Yes, sir, that is right.

Q. You did not favor the Ford bill at all, did you, as it was passed? A. I thought the Ford bill as it was originally passed was a very bad bill, yes. That is right.

Q. You did not favor any part of the bill, did you? A. The

Ford bill was a very simple amendment to the law, and there was just one point in it I thought was very unfair.

Q. But you did not favor the law, the second bill that is now upon the statute books? A. I believe in the principle of increasing the taxes of corporations generally, but I did not believe in the drive that was made at such corporations by the Ford bill. It seemed to me that it would work out very unjustly towards certain classes of corporations, and therefore I thought it was a bad bill and I was opposed to it. That was simply my individual opinion as a citizen.

Q. You say that your firm did not represent any corporation in opposition to this franchise tax bill? A. No, sir.

Q. Are you sure about that? A. Sure.

Q. Did your partner, Mr. Boardman, appear before the Governor upon the same matter? A. I understand that Mr. Boardman was at one time in Albany upon other business, and that there was a general conversation at which he was present, but I do not think he appeared for anybody.

Q. He may have appeared and you not know anything about it? A. Oh, no, Mr. Boardman did not appear for anybody on that occasion. He was simply there and talked about it, as everybody else did. Talking about the amendments.

Q. Was your office retained to get the consent of the railroad commissioners of the State to increase the capital stock of the Manhattan Railway Company to \$18,000,000? A. No, sir; I think not. We had nothing to do with it, so far as I know.

Q. You will not say that you did not?

The Witness—When did that take place?

Mr. Hoffman—1898.

The Witness—What time in 1898, can you remember?

Mr. Hoffman—I do not recall the exact date. A. Mr. Hoffman, there was a period during 1898 when I was very ill and was abroad. I don't think anything of that kind occurred while I was away, but if it did it occurred without my knowledge.

By Mr. Moss:

Q. Do you hold any public position? A. I do not. I am not a member of the county committee of the Republican party. I am not a member of the State committee. I am not in any official relation to the Republican party—except as a voter. I am perfectly willing to make a statement of every corporation in which I hold stock. When a thing of that kind is presented to me on the stand and I am not expecting it, it is not easy for me to answer. I am perfectly willing to give it to you. That is all I remember. But I can state another that occurred to me at the moment. I own stock in the Central Hudson Steamboat company. I do not remember of any others. I had actually bought and paid for my stock, just the same as others had done. I have never had any stock except in that way. I have never received blocks of stocks in corporations by way of gifts on account of my influence or supposed influence, in the party. I have been very careful about such matters. Nor has any member of my family. My wife has no property whatsoever, excepting the house in which we live, and a little stock in the City Trust company. You are to understand my testimony to be that my interest in the bond company is a financial and business interest absolutely. There is no transaction—no particular transaction of the business of the Fidelity and Deposit Company of Maryland which I am not prepared to answer fully and frankly in regard to, and you may, if you please, come and examine the books of the company yourself. I know the other company, the company in which Mr. Freedman is manager, was charging a larger rate than the market rate for the bonds of city officials. There are instances in which they could get them for probably a quarter or a third of what—they could get their bonds for probably a quarter or one-third of what they paid the Freedman company. That is city officials could have got their bonds in other companies for a quarter or a third of what they paid the company of which Mr. Freedman is the manager. That is well known in the business, yes, sir. Contractors, too.

By Mr. Hoffman:

Q. Do you know that fact which you have just stated of your own knowledge? A. That is perfectly well known in the business. Any man of any surety company can tell you that.

Q. Do you know of your own personal knowledge? A. No, sir, I do not; but if you will examine and find out what bonds the city officials have given, and find out what other companies have offered for the same bonds, you will find it is true.

Mr. Moss—You will remember that I tried to get that from Mr. Freedman and the officers of the company when they were here and they would not tell.

The Witness—Well, if you will call the city officials and ask them what rate they paid on their bonds, you will find out.

Mr. Moss—Those that were called forgot.

The Witness—It is true.

Mr. Moss—This is the first positive testimony we have had on that subject.

Mr. Hoffman—The witness says he does not know it of his own personal knowledge.

Mr. Moss—This testimony is out of order to-day, that we have just been listening to. It has taken time that I intended to use in another way. One moment, Mr. Boardman. I do not think it necessary to call Mr. Boardman as a witness. I think all that could be stated has been stated by Mr. Platt; but as Mr. Platt was called out of order, to meet the engagements of Mr. Hoffman, I say now that if he desires Mr. Boardman to take the stand, I will call him.

Mr. Hoffman—I do not desire to ask Mr. Boardman any questions at this time. I may desire to ask him some questions later on, and if I do, I will make the suggestion that he be called.

The Chairman—Before you proceed with Mr. Loomis, I want to state that Mr. Hoffman called my attention to the fact that

you mentioned this morning that he was recorded in favor of this Ramapo bill. He has spoken to me in regard to that matter, and reminded me of the custom or at least of what is called the clerk's roll call of both houses in the legislature. That where there is no opposition to a bill it is not customary to have the roll call and have the members recorded. It goes by unanimous vote. And that is the same thing that was done as to that particular bill. Mr. Hoffman understood there was no opposition to the bill, and for that reason he is recorded in the affirmative, as well as all the other members of the house. I think it is proper that that should appear on the record here as explaining his vote on that bill in justice to him.

Mr. Moss—I agree perfectly with that, of course, Mr. Chairman.

HORACE LOOMIS, being duly sworn, testified as follows:

Examined by Mr. Moss:

In 1879 I was the assistant engineer of the department of public works; and in my official capacity I made and reported surveys for the increasing of the Croton water supply. And I made a report entitled "The report of the board of public works of the city of New York for the quarter ending June 30, 1879, with special report on the subject of the water supply in 1879." In this is document E, which is entitled "Report of the survey for diverting a portion of the waters of the Hoosatonic to the Croton basin." I remember these surveys and the investigation in that matter. I reported, I believe—it is all in the report there, however—that 100,000,000 of gallons a day could be diverted from the Hoosatonic river, and I reported three ways in which it could be done. It is all there in that report. The map which accompanied my report indicated in red ink the three plans. The plan which I reported for diverting the water from the Hoosatonic was through a canal directly into the Croton river, from Cornwall, I think, or from Falls Village. The tunnel is marked from Falls Village. By that plan I would take the waters from the Hoosatonic river, and divert them into the

Croton river, which is already a natural channel for our water supply, and by doing that I would avoid the expense of building a new aqueduct, excepting the canal. I don't think we figured on anything but the canal, because the river bed would be our aqueduct. I figured the probable cost of doing that at \$2,188,000. The rivers are there just as they were before, I suppose, I have not been there for a good while—twenty years, anyhow. And the report is in the archives of the water department also, I think. The conditions which I reported upon, so far as I know, continue now. I do not know of any changes. And the report that I made was not a private report, but was a public record. The very purpose of making this report was to provide the department in future years with the benefit of surveys and plans considered, so that they would not have to be caught short on the question of water supply. That was a scheme of Mr. Allen Campbell, who was then commissioner of public works, and in order to verify his belief that a certain amount of water could be got from the Hoosatic river, he sent me up there to make this examination. What was to be done with it afterwards I did not know. The plan was the plan of the commissioner himself, Commissioner Campbell. He had the belief that that could be done, and I, as an engineer, went and made the examination and verified his belief. We figured on getting 100,000,000 a day that way. Those were the figures upon which I based my estimate of cost. The Hoosatic river was a considerable disappointment in that respect. It was not nearly as big as we had an idea when we began. The minimum, I think, is stated at 300,000,000 of gallons for the whole river, and taking away 100,000,000 of gallons took away just one-third of the flow of the river. One hundred millions was a fair amount to be depended upon. That is what we endeavored to find out. That was the report I gave by taking one-third of the flow of the stream.

Q. You say on page 52: "Next to the Croton basin, and as an auxiliary thereto, the Hoosatic river offers the most interesting and important subject for our consideration. By means of this great auxiliary supply from a large river of the purest quality the water supply of this great city may be considered assured even for the distant future. The water shed of the Hoosatic above Bulls Fall has an area of about 750 square

miles or more than double that of the Croton. From a measurement of the stream made at a time of a very low water it was found to discharge 200,000,000 of gallons daily. A canal about 27 miles in length will lead the waters of the Hoosatic by gravity into the Croton basin, for which canal two lines will require examination. A short canal of 10 miles, commencing near the Bulls Fall, would for a time accomplish the purpose by raising the water at that point by pumps. With the large supply which the Hoosatic will furnish added to the drainage of the Croton watershed, it is clear that a population of more than three million will be liberally provided for."

The Witness—I have considered the possibility of water supply in the watershed lying just west of the Croton watershed, between the Croton watershed and the Hudson river, centering about the Pocantico hills and the Bronx river in Westchester county. I made the first survey for the Bronx river supply to the city. I don't know whether it is in that book.

Mr. Holahan—I would like to ask Mr. Loomis, through you, if the average daily water supply of the Hoosatic is 300,000,000 of gallons a day?

The Witness—It is the minimum, I think, which is reported in that book there.

Mr. Moss—It stated distinctly that it could not be counted on for more than 100,000,000 of gallons a day. That that would be one-third of the flow of the river; one-third of the minimum flow of the river.

Mr. Holahan—Is the flow during the summer months even 200,000,000 of gallons?

The Witness—I do not know without referring to that report. Whatever it says, there is the report; and I have not seen that for five years, that I know of. It was made 20 years ago.

Mr. Moss—The particular purpose of introducing this testimony was to show that the subject of water supply has been

well considered in the past. The Croton system has been built up for forty years upon well considered plans. Mr. Birdsall's connection with the department has gone back through all those years, and plans by which the supply could be augmented in such way that the city should own the plant and the supply be produced at a minimum expense have been carefully matured, and are in the records of the department. It was not necessary to go hunting around for illusive water supplies when we have it near, and have well matured, well considered, drafted and special plans for getting it. Here is the simplest sort of plan, at a minimum cost, by which a large quantity of water, simply through a canal, can be put right into the Croton water system at a cost of \$2,188,000.

The Witness—I ought to say in connection with that that this water supply is out of the State.

Mr. Holahan—Is not this watershed in the states of Connecticut and Massachusetts?

The Witness—It is.

Mr. Moss—Portions of it are.

AFTER RECESS, 2 P. M.

The Committee met pursuant to adjournment.

All the members of the committee were present, excepting Mr. Boland.

FRANCIS C. MOORE, being duly sworn, testified as follows:

Examined by Mr. Moss:

I am the president of the Continental Insurance Company. I have been interested in this matter of water supply for years, as president of my company, and part of the time as chairman

of the committee on water supply of the New York Board of Fire Underwriters. There are no people more interested in the matter of water supply than the insurance people, so far as I know.

Q. And this Ramapo contract has had apparently behind it the support of some of the insurance people, and the support of the Board of Fire Underwriters. Mr. J. Montgomery Hare, claiming to represent the Board of Fire Underwriters, appeared at the meeting of the Board of Public Improvements and advocated the Ramapo contract. Do you agree with Mr. Hare in his advocacy of that contract? A. I do not. Mr. Hare, I think—I know—was not warranted in claiming to represent the board of underwriters as being in favor of any private ownership of the water supply of New York. I think he honestly misunderstood the situation. I think that the Board of Fire Underwriters are interested simply in increasing the supply and the pressure, and that Mr. Hare imagined that his authority went so far as to endorse the proposed contract of the Ramapo company.

Q. When this matter came up in the board you were out of the city, and you sent a telegram to Mr. Holahan, the president of the Board of Public Improvements, did you not? Or you sent some communication to him in this form: "This is a matter which will have to be thoroughly investigated by the department of water supply and others, and very strong reasons advanced to convince the members of the necessity for utilizing the Catskill watershed." A. No, I wrote to Mr. Holahan, and that is from his reply. I wrote to him that the Ramapo company could not—

Mr. Moss—I have it here. I was reading from the wrong page. "I wish to file my protest as an underwriter, and as a citizen, against the Ramapo water scheme, which came so near being approved by the Board of Public Improvements yesterday. It is a stupendous and bold attempt to burden the taxpayers of a great city for the enrichment of private individuals."

The Witness—Pardon me, that is a different matter. This is to the editor of the "Times." I enclosed a copy of my letter to Mr. Holahan, and a copy of his reply to my letter of a year before, which you probably have. I have interested myself in the question

of hydraulics as applied to this matter. I have made somewhat of a study of that subject. There is in the contract an ambiguity on a most important subject, namely: the pressure under which this water is to be delivered, according to the copy of the contract as I saw it in the papers. For instance, in section 3 of the formal part of the contract: "The said water company further covenants and agrees to furnish, supply and deliver to the city of New York, two hundred millions (200,000,000) gallons of such water, at a pressure due to an elevation of three hundred feet above mean tide level." I notice that that clause is repeated quite frequently in the contract. I suppose Mr. Montgomery Hare, and people who have agreed with him, have taken that clause to mean that the water would be delivered on the pipe system at New York, with a head at that point, at New York, of three hundred feet above tide-water. So that we would have a pressure equal to about a hundred and twenty-nine pounds per square inch. In order to get a pressure of a hundred and twenty-nine pounds per square inch, which these gentlemen have been figuring on, it would be necessary to have the water delivered at New York, under a pressure equivalent to the weight of three hundred feet of water. But this contract is expressly limited to the gravity system, it excludes pumping. The head of the water, although it might be at a distance, would have to be sufficiently high to have the net head at New York, after deducting the loss by what is known as fractional head, or the loss of power passing through the pipe, giving that pressure on the pipe system in the city. It would not necessarily mean that they would need a reservoir here three hundred feet high. That would be one way of supplying the pressure. But if it were possible to construct pipes—and I do not think it is—of sufficient diameter to convey the water without loss of head per mile, it would come here although it had the pressure at some distant point. In order to accomplish a delivery at that force in New York, the reservoirs, the distributing reservoirs, in the Catskill mountains would have to be very much higher than 300 feet above tide level. And in order to get reservoirs much more than 300 feet above tide level we would have to leave out of consideration all the low reservoirs besides. The minimum level would have to be of sufficient height. It is well

recognized that a great deal of the head or pressure is lost by the friction as the water travels through the pipe, according to the distance and according to the size of the pipe, and according to the velocity with which it flows through the pipe. All those things have to be taken into consideration. The water in the very centre of the pipe will travel much faster than the water which touches the sides of the pipe. The larger the pipe the less would be the friction. The friction is inversely as to the size of the pipe. In a small pipe there is a greater friction than in a large pipe. When you come to increase the size of your pipe for the purpose of decreasing friction, then you begin to run up against other engineering problems of a different character, but of fully as serious a side. The weight of the pipes, the difficulty of getting the material to construct them of, the support of those pipes, the protection of the pipes from the elements and from natural causes, dangers of all sorts. There are a very large number of things to be considered. I could possibly make that clear with a word of explanation. Water loses its force or head with every mile of distance from the reservoir where the static head or pressure of the body of water at rest is located. If it is a pipe, say, of about 14 inches in diameter, it would lose something like 9 or 10 feet of pressure—well, it would lose something like 20 pounds, I should think, to a mile, or something like that. A larger pipe would show less loss of head. The largest pipe that I know of that has been made for the conveyance of water under pressure is about 5 or 6 inches. I do not know of any larger pipe in diameter than that; and I do not believe a pipe could be constructed—it is possible, but I do not believe a pipe could be constructed—that would be reliable for carrying water with 129 pounds pressure to the square inch at the point of delivery, after conveying it 40 miles. There is the necessity of having the pipe system strong enough at the end nearer to the reservoirs to stand a pressure much greater than 129 pounds to the square inch. It would be 129 pounds to the square inch at New York. But it would have to be a great deal more than that in the neighborhood of Rondout. It would have to be more than that in the tunnel under the Hudson river. Not a great deal more, but it would have to be more. I saw some reference, but not very

definite, that the Ramapo company intended to erect a stand pipe at the city line. I can't say that I understood they intended to do it. For the city of New York to rely upon pressure obtained from a stand pipe would be a rather risky business. It would depend upon the strength of the pipe, and the reliability of the supports that sustained it. Supposing this system of 81 miles long is to be constructed in two lines of pipe 8 feet and 3 inches in diameter, it is a serious problem to get the material to make those pipes of. Just at this time, with the difficulty of getting metal, I should think it was. In the state of the metal trade, most of the manufacturers are behind hand. If I were making a contract of this kind, presumably upon a great emergency—such an emergency as to warrant the departure of the established custom of the city to own its own works—I would want to be assured of such things as the foundations of the dams, the material of which they were to be constructed, the engineering safety of the reservoirs themselves, and then of the plan for supporting and taking care of those pipes. I would not dare to make a contract leaving it entirely to a private company to devise, after the contract was executed, the means, the plans, and the specifications for accomplishing this engineering feat. I would not think I was discharging my duty to the city by simply relying upon their ability to overcome these great problems and taking my chances of getting water at the end of three years. It has occurred to me as a practical man that there are a great many difficulties to be overcome in establishing this system, difficulties so great and expensive as to make it extremely doubtful that the contract would be complete within three years, if at all. That is a grave, practical question. Hardly a matter of theory. Almost a matter of fact. I have some knowledge of the gentlemen who signed the memorials that were presented to the board of public improvements by Mr. Hare and by others. I do not understand that there is such a sentiment among those gentlemen as commits them to the Ramapo system and the Ramapo contract. It would not, the way it was worded—what they signed. I think it is safe to say that the majority—I know that the majority of the board are committed by resolutions which they adopted against the ownership of the water supply by other than the municipality. They are on record as to that.

Q. I have one of your statements which appeared in the public press in which you are quoted as saying: "No pipe that has ever been made would hold and convey water 40 miles from the Catskill water bed, and have any pressure left, starting with 300 feet head or 129 pounds to the square inch" ? A. Yes, sir. It might have some. I do not know just what. I did not figure it. When I said that I said it upon the assumption that they would start with 300 feet head. I construed the proposition to mean that. When I began to look at this contract, I thought it meant 300 feet head in the mountains. The language warrants that interpretation. Under that contract, reading it as a practical man, I should say it would not be possible to compel the water company to build its distributing reservoirs more than 300 feet high. And yet that was not the meaning that the best people of New York got out of this scheme. I consider as a practical man, and a man deeply interested in this subject, that that clause as drawn is an evasive clause, a clause calculated to deceive. I have always so regarded it. I can't say I was deceived. I put that interpretation upon it. I thought it was intended for that. I cannot say I was deceived, because I really do not know what the contract means. But I mean to say when I saw it I thought it was meant to be evasive by the way it was worded. I took that ground. Supposing it were a delivery at New York under a pressure of 129 pounds to the square inch; and supposing that it were delivered at once into the underground pipes of New York city: A good many of the pipes south of Forty-second street would be broken. I think most of the domestic service pipes in houses would be burst. I would like to emphasize, for I think this is a very important matter, the fact that if a contract like this should be signed it would be possible, finding at the time the water should be delivered that the pressure was not forthcoming, for the contractors to claim they had never intended and never said they would deliver it at any particular pressure in New York; that their pressure was due to the elevation of 300 feet above tide water, and by that they meant 300 feet above tide water at the source of supply; and that this contract could not be enforced as to any pressure to the square inch in the city of New York. In other words, if any sensible business man, were making a contract of that kind I would have

required that there should be a definite pressure, so many pounds to the square inch in the city of New York on its pipe system at the hydrant. And let them get their pressure as they pleased, so long as they delivered it. Here is that letter, if you want it. It shows that on the 16th day of June I addressed the Mayor of the city of New York.

Mr. Moss—It is important enough to read it in full:

“THE CONTINENTAL INSURANCE COMPANY,

“Continental Building, No. 46 Cedar Street, New York City.

“NEW YORK, *June 16, 1898.*

“Hon. Robert A. Van Wyck, Mayor of New York:

“My Dear Sir—I beg to enclose for your perusal a copy of a letter addressed to the board of public improvements, with regard to the scheme for placing a contract for supplying water to the city with a private corporation. I believe no more important matter can come before you as mayor than this proposition to subject New York to the same difficulties from which London is now trying to free itself. In London water cannot be turned on for a fire until the official of the private corporation appears upon the scene with a key. The supply of New York with free and wholesome water should be as limitless as that of ancient Rome.

“Very respectfully yours,

“F. C. MOORE.”

That enclosed a letter directed by Mr. Moore to the board of public improvements, under the same date, and the reply of Mr. Holahan, president of the board, dated June 17, 1898—this is over a year ago—in which he says:

“My Dear Sir—I am in receipt of your communication of yesterday, and also of the pamphlet relative to water works and pipe distribution. The secretary has been ordered to file the same with the other papers connected with the Ramapo proposition.

“The hearing which took place the other day was in response to a request of the officers of the Ramapo company for the privilege of presenting to the board of public improvements a statement of the condition of the present water supply, and its ability to meet the emergency. No action of a definite character has been taken by the board in regard to increasing the water supply for the borough of Manhattan or the Bronx.

“This is a matter which will have to be thoroughly investigated by the department of water supply and others, and very strong reasons advanced to convince the members of the necessity for utilizing the Catskill watershed. If another hearing is held notice will be sent to parties representing both sides of this question, so that every member of the board will be fully qualified to judge for himself as to the advisability of accepting any offer that the Ramapo company may submit.

“Very truly yours,

“MAURICE F. HOLAHAN, *President.*”

The Witness—In answer to your request to say anything else on that subject of interest, I would say that in my judgment it is not necessary to seek a new source of water supply of this kind. That the Ten Mile river and affluents of the Croton can yet be drawn upon and ought to be in time; that additional aqueduct facilities for carrying the water to the city would improve the condition of things; that we have already a very good supply for the immediate future, and that the tapping of the Hudson above Poughkeepsie would probably give a good water supply. I would like to say further that if this city, which is particularly well situated for utilizing the rivers on each side for the three purposes of extinguishing fires, sprinkling the streets and flushing the sewers, would take from the drain upon the reservoir system of potable water that large amount of water which is consumed at a time when we most need water, when it is most scarce—the summer season—it would greatly relieve the situation. I have been advocating that for years. The late chief, Mr. Bonner, prepared a pipe system and pipe diagram for this city that could be put in for a comparatively small expense—simply the laying of the pipes—and we could utilize the power which we now have in our fire boats, some

thirty thousand gallons a minute. They could be used, while they now stand idle at the water front, to force water thousands of feet inside the city limits, with a separate pipe system which would be liable, in case of blizzards, or when the streets are impassable from snow, for engines, and would possibly save an immense conflagration. The cost of a pipe system like that to protect the large drygoods district, so-called, would not vary from about \$70,000. The advantages of that would be these: That the salt water is better for extinguishing fires than fresh water. It is better for sprinkling streets, because it would tend to lay the dust which at that time is most objectionable, at the time when the wind is highest. It would be better from a hygienic standpoint for cleaning the sewers, because it is antiseptic in its power. The objection is made that salt water would injure goods, and would be objectionable to walk through, but that overlooks the fact that there is only about 3 per cent. of salt in the water of the harbor, or of the ocean, and that it is far from being objectionable or injurious. It is healthful. It would be a great blessing to the poor of the city in the tenement house districts if on hot nights those hydrants would be turned into the streets and water allowed to flow through them. From every viewpoint it is a very important matter. Boston has just adopted it. Milwaukee and Detroit and Buffalo have had that system for years. At the time this large building burned on Broadway, the Home Life and the building adjoining it, there was a fire boat that could have probably put out that fire if it had only had a pipe to utilize its powers of pumping, of throwing water which no engine could throw. In Milwaukee they threw, through some two thousand feet of hose, a stream 198 feet high, just with the pressure of the water boats. Our boats are more powerful. If we could put in larger pipes, which is thoroughly practical, it would relieve the situation materially and improve the fire hazards of the city. The need for a great head is most apparent in matters of conflagration; of course, the head is better even with the use of a steam fire engine, but a steam fire engine does away largely with the necessity of pressure. There is not the same necessity for a great head of pressure for domestic purposes, such as there is for fire purposes. You need only to open the faucets. Simply enough to carry it

to the top of the buildings. I said that it was possible to get more water out of the Croton watershed itself.

Q. That reminds me that Mr. Wegman, who prepared this volume, "The Water Supply of the City of New York in 1895," refers to the fact that there are many streams in the Croton watershed which are not brought into the system, and if they were brought in there would be at once an enlargement of the natural Croton water supply. You have spoken also of the Ten Mile river supply. That is a practical and feasible thing, is it not? A. I think so. I have not investigated it very carefully.

Mr. Moss—That is referred to in some of the official reports I have read.

FREDERICK BOWLEY, being recalled and further examined, testified as follows:

By Mr. Moss:

Q. When we interrupted your testimony last night you were talking about this contract that was proposed with the Citizens' company of Newtown, to supply water at \$65 a million gallons. We had got so far as to see that there were proposals from three other companies, and that Mr. Lucien Knapp had proposed a method of developing the city's own plant so as to produce 5,000,000 of gallons per day, at a cost of only \$500,000, and offering to perform the contract himself. We noticed your vigorous protest against the board acting upon this matter, the protest of citizens whom you represented, the protest of the legal board; and we had got to a point where the matter went over for a week. There was a week's adjournment. While that matter stood adjourned before your board there was an injunction obtained by Patrick J. Gleason. Do you remember that? A. Yes, sir.

Mr. Moss—This injunction is in the action, the most important action in this whole water controversy, brought by Patrick J. Gleason against William J. Dalton, as commissioner of the water supply of the city of New York, and the Citizens' water supply

company of Newtown. The plaintiff's attorney was F. H. Van Vechten. The complaint sets up the proposed contract and the intention of Mr. Dalton to have it executed and approved by the board of improvements, at the price of \$65 per million gallons; and it alleges that such an attempt, or such an act would be void under the general requirements of the charter, which made public bidding necessary for the furnishing of public supplies. He alleges that the price is excessive, and that the Woodside water company is prepared to supply the water at a much lower rate than the Citizens' water company. I make these statements so as to avoid spreading the whole document upon the record. There is attached to the complaint an affidavit by Patrick J. Gleason, from which I read this statement, at page 7 of the printed papers:

"Deponent further says that he has read the affidavit of F. H. Van Vechten, annexed hereto, as part of the moving papers herein; that Mr. John E. Backus, a director in said Citizens' water supply company, as appears by the affidavit of said F. H. Van Vechten, is an officer of the city of New York, to wit: Deputy commissioner of the department of bridges of said city, in and for the borough of Queens. Deponent further says that Mr. "Cord Meyer"—he was the owner of the Citizens' company—"Mr. Cord Meyer is prominent in the Democratic party, and has been a nominee of said party for the office of Secretary of State, and as deponent is informed and verily believes, is in the habit of contributing liberally to the campaign expenses of the said party.

"That deponent is informed, and verily believes, and so charges the fact to be, that Joseph Fitch, the present deputy water commissioner of the water supply department of the city of New York, in and for the borough of Queens, was appointed to said position at the request of, and upon the recommendation of said Mr. Cord Meyer."

The offers of the other companies are attached; and upon the hearing of the whole matter an opinion was rendered by Judge Gaynor, from which I read at page 88 as follows:

"The contract which the commissioner of water supply proposes to make for the city with the defendant, the Citizens' water company, is for 3,000,000 gallons of water a day, and as much more as the said commissioner may see fit, for three years,

at \$65 a million gallons, for the territory in the borough of Queens, which was formerly Long Island City. Thus is the city to pay \$213,000 to the said private water company during the three years, and no one knows how much more. The affidavit of chief engineer of the department of water supply states the hopes of the water officials to be to take water from the defendant water company for the term of the proposed contract, or longer, and then to acquire its franchise and plant for the city. And the proposed contract has in it a clause that the city may buy out the company at the expiration of the contract 'at a valuation to be determined at the time of the sale.' Reduced to a plain statement, this all means that the franchise and plant of this private water company are needed, and are to be acquired for the city by the water officials, but instead of so acquiring them now, and at their present value, the said officials are first going to take water from the said company and pay it large sums therefor, for several years."

By that means it is claimed that the revenue of the said company is to be greatly enhanced and its franchise made of great value, and then such franchise is to be acquired for the city and paid for at that value, instead of at its present value. It is quite impossible to see why this should be done, when the city has unrestricted power to add to its own water plants and issue bonds to pay therefor. The plaintiff presents an affidavit that the city's own water plants in the said former territory of Long Island City could be made to produce an adequate supply by an expenditure of \$150,000. This is controverted by the affidavits for the defendants. But without entering into that question, it is not perceived why the mains of the said territory should not be at least temporarily connected with the mains of the borough of Brooklyn, during the few months that it would take for the city to acquire the franchise and plant of the said private water company at their present value, and issue bonds therefor. The judge then expresses his opinion that the general requirements of the charter require public bidding, and he granted the injunction. The court had already declared itself in the case of Terry against Gleason, in the Woodside company matter. You have handed me an extract from the opinion of the court in that case, which I will read:

“The law in its administration should find no difficulty in looking through shams and disguises. It is the mayor’s duty, and that of the other commissioners, to foster and extend the city’s water plant, and not rival and neglect it for their own profit, or the profit of any one else.

“The facts pleaded present a scandalous condition of official dishonor, corruption and betrayal of trust, and the denials presented impair them very little if at all. Such betrayals of public interest have been so common that it is no wonder if many have come to despair that they ever will be remedied or done away with, even by the electors themselves, at the polls. That in the charter of said city, as of many other cities, is found an express prohibition against city officials being interested in contracts with the city, is in itself a striking testimony of the prevalence of official greed, dishonor and faithlessness. The law of common honor and morality forbids even the most ordinary agent to have any interest adverse to the principal. Governments under which the necessity for such a standing prohibition must continue could not in the nature of things long endure.

“The plaintiff should have full opportunity upon the trial to present the alleged wrongs he complains of, and to that end the injunction is meanwhile continued.”

The Witness—That was against the Woodside water company.

Mr. Moss—Yes. That is to be found in the 21 Miscellaneous Reports, at page 368. That case which I have just read is the case which you spoke of yesterday, where the citizens of Long Island City gained their victory over private corporations, is it not?

A. Yes, sir.

Q. (continuing). That were endeavoring to break down the city’s works? A. That broke it down.

Q. (continued). And caused them to be neglected, and enhanced the value of their own plants; and you say it was upon that issue that you were elected? A. Positively so.

Q. So that the people of Long Island City by a majority—— A. (interrupting). An overwhelming majority.

Q. (continued). Stand for their ability to manage their own water system, for the ability to manage the plant of Long Island City? A. Absolutely so.

Q. And you are willing to stand there? A. Absolutely.

Q. And they do not want interference? A. Absolutely.

Q. And this Citizens' water company contract was forced through the board of public improvements ultimately against the protests of the people of Long Island City, was it not? A. Yes, sir; it was.

Mr. Moss—I read this paragraph from the opinion of Judge Gaynor in Terry against Gleason:

“The city has a water plant of its own, and has for many years been engaged in supplying itself with water, notwithstanding which the said board, so composed of the Mayor and other commissioners, entered into the contract in question with the water company, with the intention, it is alleged, of rivaling, neglecting and injuring the city's plant, and getting money from the city,” etc.

Now, I bring out this matter that occurred prior to the jamming through of the Citizens' water company contract, to emphasize the fact that this was a burning issue.

The Witness—That is right.

Q. And is a burning issue to-day in the county of Queens; that with these remarkable statements made by a judge of the Supreme Court, and written into the legal reports of the State—with all the protests that you, as president of the borough, and all the protests of the local board, and of the citizens' association, and with this declaration of the court staring them in the face, they jammed through that contract ultimately? A. That is right.

Q. Now, we have got to the point where Mr. Gleason, who was the gentleman interested in the Woodside company—— A. Absolutely, a rival company of the Citizens' for some purposes had procured an injunction against the Woodside company. I want to state right here that there you will find a mandamus from Judge Garretson, demanding that he restore the public station No. 1 (I submitted the papers there) that he had dismantled, and put it in proper shape, so that the people could use their own wholesome water, or to that effect.

Mr. Moss—I will read that now. That is a case of one of the pumps that was dismantled by the authorities. He was Mayor. He was president of the water commission and absolute owner of the Woodside water company, and this is one of the rulings:

“The People of the State of New York. To Patrick J. Gleason, Mayor; John W. Moore, Commissioner of Public Works; William Smith, Frederick L. Greene and Abraham Levee, composing the Board of Water Commissioners of Long Island City.

“Whereas, It appears on the relation of the board of health of Long Island City that the above-named water board of Long Island City have discontinued the use and the pumping of water into the water mains of said city from pumping station No. 2, and have cut off the connection of the city water mains with such pumping station, and thereby deprived the citizens of a large portion of said city from the use of the public water;

“Now, therefore, we command you, forthwith to resume the pumping of water into the city water mains, from said pumping station No. 2, with full and proper pressure, and to forthwith restore, return and connect all parts of pumps and machinery heretofore disconnected or removed from said pumping station No. 2, and to forthwith connect and supply and continue to supply said Long Island City with water from said station No. 2 as fully and amply as was done prior to September 1, 1897.”

Q. That is a command to the mayor and others prior to consolidation?

The Witness—Yes, sir.

Mr. Moss—But at this very moment, on your testimony, there lies outside of one of these neglected pumping stations the boiler that was got to do the necessary work, lying there and rusting in the rain?

The Witness—Yes, sir.

Q. Which station is that? A. Number 3. That station is now situated on the same watershed that the other by the corporation is, with this advantage to our own pumping station,

that we are lower than they are, and by pumping and working this plant No. 3 they would be absolutely without water. That station No. 3 touches the same supply as is being used by the private company. By both Woodside and the Citizens' water supply company. And if the Citizens' pumps were properly placed and used, and a few extra wells, as I suggested, then the Woodside company would not have water enough to supply under the contract, nor the Citizens' water company would not have water enough to supply Newtown.

Q. I should have said the Citizens' when I said the Woodside. That would be rather rough on the Citizens' company, which has this contract for the city of New York, now, to take this supply of water, so that it could not get its money, would it not? A. I represent the people and not the private corporations, and for that reason I am opposed to it. I as president of the borough have very carefully examined into these matters that I am stating as facts, and I have taken the advice of competent engineers on the subject and had them with me prior to this question now. I am talking of a year or two years ago. I had experts, engineers who went over all our plans. I have given you testimony of what they were willing to do. I have got one man who states that he will absolutely guarantee to give us water at Nos. 1 and 3 for the entire city of Long Island City for years and years to come. He claims he can give us two millions more water at pumping station No. 3 than is given now.

Mr. Moss—Last night we had read the City Record to the point where this proposed contract was laid over for a week. In the meantime Judge Gaynor's injunction came in, and then occurs the meeting of February 23, 1898:

"President—At the last meeting the matter of supplying water to Long Island City by the Citizens' water company was brought up and laid over for one week. It therefore comes up before the board for its consideration to-day.

"Mr. Dalton—I would like to hand you the following paper, which I received a few minutes ago.

"President—This is a temporary injunction, signed by Judge Gaynor, restraining the commissioners from taking any action in regard to this water matter.

"Mr. Dalton—Mr. President, I understand that the reason for granting this injunction was that I have not advertised in the City Record before making this contract. I want to say that I had no desire to make this contract without advertising, as the charter provides.

"President—This injunction does not restrain the board from authorizing the commissioner of water supply from making a contract; it simply restrains the commissioner from entering into a contract until bids are invited.

"Mr. Dalton—Mr. President, I move that the entire matter goes over for two weeks.

"President—If this is a desire to allow the people of Long Island City to suffer for water a few weeks longer, the board can so decide. They have already suffered too long.

"The motion was adopted.

"President—The injunction will be sent to the corporation counsel."

Then this matter slept for a while, while the case worked its way along the calendar to come up for trial. It appears from the City Record that at the meeting of the board of public improvements on March 2, 1898, a proposition was received from the Woodside water company as follows:

"OFFICE OF THE WOODSIDE WATER COMPANY,

"No. 112 Front Street,

LONG ISLAND CITY, N. Y., *February 25, 1898.*

"Hon. WILLIAM DALTON, *Commissioner of Water Supply, City of New York:*

"Dear Sir:—In order that the urgent necessity for more water in such part of the city of New York, formerly known as Long Island City, may be immediately supplied, and at the same time the officials of the city may be in a position to fully consider the best plan of supplying water in said territory, without being embarrassed by the urgency of the need, the Woodside water company offers to deliver in the city's mains in the first ward of the borough of Queens, until May 1, 1898, an abundant supply of pure and wholesome water without cost or charge to the city.

"The water of the Woodside water company has been analyzed by the chemists of the State board of health, and of the board of health of the former city of New York, and by Professor John A. Mandel, of Bellevue hospital, and by all pronounced of excellent quality.

"In order to avail of this offer, it is only necessary for you to grant permission to the Woodside water company to remove the gate between the company's and city's mains, the two systems being now connected, as the Woodside water company last year delivered to former Long Island City over fifteen hundred thousand gallons per day, under a contract which the courts have since held void, as being made without the consent of the common council of Long Island City.

"If this offer is accepted the water will be delivered at eighty pounds head at the city's mains.

"Yours respectfully,

"EDWARD M. TIRRELL, *President.*"

Then the president of the board of public improvements stated that the matter had been laid over until next Wednesday, and Mr. Bowley stated that there was a permanent injunction against the Woodside water company.

The case of Gleason against Dalton, in which Judge Gaynor had ordered the injunction, came up on appeal, and Judge Gaynor was reversed, the decision appearing in the 51 New York Supplement, at page 337. It was reversed entirely upon this point, and upon the ground originally stated by the corporation counsel, that under section 471 of the charter the water commissioner was relieved from the necessity of advertising for bids for water supply. This decision was made by a divided court, two judges voting to overrule Judge Gaynor, and Judge Goodrich dissenting.

The Witness—No appeal was taken by Mr. Gleason from this decision. I was given to understand there was not.

Mr. Moss—Now, Judge Gaynor's decision, evidently made in the interest of the people, whether legal or not, being overturned, the matter came up in the board of public improvements. The decision is dated April 26, 1898. The order was filed April 28,

1898. The matter came up again in the board of public improvements May 17, 1898, 19 days after the entry of the order; and making allowance for the time of meetings and the pressure of business, that was coming up with reasonable rapidity. The following communication from the corporation counsel was read and ordered on file:

"To the Board of Public Improvements:

"By section 415 of the charter you have power over contracts for water supply with private companies, and by section 471 it is made unlawful for the commissioner of water supply to enter into any contract with any corporation engaged in the business of supplying or selling water for private or public use, unless preliminary to the execution of the contract your assent is given by resolution to the execution of such contract as submitted. Pursuant to this provision I submit a proposed form of contract between the commissioner of water supply and the Citizens' water supply company of Newtown, endorsed with my approval as to form. You will probably recall the fact that the proposed contract with this company was the subject of some litigation in Queens county, in the suit of Gleason against Dalton. The preliminary injunction granted by Justice Gaynor since that action has been reversed by the Appellate Division of the Second Department, and an order to that effect duly entered. The objections urged against this contract as it was originally drafted have been remedied by amendments, and I have added a clause that in case the action of Gleason against Dalton shall result adversely to the defendant, the contract shall cease and determine, and the city not held responsible in damages. There are now, therefore, no legal objections to the execution of the proposed contract.

"Respectfully yours,

"JOHN WHALEN,

"Corporation Counsel."

The Witness—The contract as executed was somewhat different in form from the contract at first proposed—I thought it was modified, but I see it was only in words. It meant the same thing over again. Modified only in words. The modification was

secured by my going personally to the comptroller and stating to him there that it included Brooklyn as well as the borough of Queens. In fact they could put water anywhere in the Greater City of New York; and he said he would stand against any contract being entered into by the city of New York with any private concern where we could own our own water works. He then opposed this at one of our hearings, and it was deferred. That was originally. Then it was postponed. He never voted on this contract. Never was present. He never put in a written protest against that contract. I don't think he secured the amendment of this contract in any material form. I do not know why he did not appear personally and make a personal objection to this contract. I have got no reason for knowing otherwise than he was opposed he told me to any private contract and he was with me in any fight whereby he could assist me in fighting a private water concern. I was somewhat surprised when he was not there when it was finally consummated. He did appear at the board, but there was no vote taken at that time. I did not ask him to appear when the matter came up finally. I thought he would without asking. I should say I don't think he was there when the final action was taken.

Mr. Moss—No, he was not there. Now, I notice the truth of what Mr. Bowley has said that while there were some amendments, they were merely amendments in form and not in substance. I will read the important portions of this contract as they are now in existence:

“2. The said water company hereby agrees to forthwith upon the completion of each of such connections, to furnish and supply to such connections, from its water mains to and into the water mains of the city of New York, pure and wholesome water, to be measured at or near the point of each such connection by a standard water meter, to be selected by the commissioner of water supply of the city of New York——”

There is a provision for a water meter, which is not in the Ramapo contract at all.

“—— and that thereafter while this contract shall remain in force said water company will continue so to furnish pure and wholesome water to the city of New York at a pressure at or near

each such connection equivalent to at least one hundred and forty (140) feet above tide water——”

You see there the likeness to the Ramapo contract. Instead of providing, as Mr. Moore suggested should be done, the exact pressure, so many pounds to the square inch, they say it shall be at a height of a hundred and forty feet and do not say where that height is to be, whether at the point of delivery or at the point where the water rises. It is not of so much consequence in the pumping system as in the gravity system, but there is the same earmark on this contract that there is on the other.

“—— or to such height or pressure as the city of New York may require. The said water company further agrees that after thirty (30) days from the execution and delivery of this contract it will so furnish and supply to the city of New York at least five hundred thousand (500,000) gallons per day of pure and wholesome water, and if it shall be desirable to increase said company's water supply to enable it to furnish to said city the desired quantity of water, it is hereby given the authority of the city of New York so to do, as provided by law.”

So in the point that was made yesterday, and which I withheld because Mr. Bowley suggested that there had been modifications, we return to the very same point to-day. Here is the original Ramapo contract, and here is the contract under which the Ramapo company may rehabilitate itself, if it is allowed to do so. It is a contract already signed and already in existence. It has nothing to limit it except the three-year clause. The three-year clause will expire within the life of the present administration and while the present commissioner of water supply is in office. If it shall, in the judgment of that water commissioner, be desirable to increase the supply of the city of New York—not simply of the borough of Queens, but of the city of New York—beyond the 500,000 gallons, it may be increased in an unlimited quantity; and if attention were not called to it this matter might come up again in the board of public improvements, and a subsidiary contract be executed, doing away with the three-year limitation. I do not know what is to prevent people who are interested in the Ramapo company, or any other company, from buying out the Citizens' company of Newtown; and if public attention is not directed to it, to have that three-

year clause stricken out; and under these provisions, with the authority of the city of New York behind them, to go into any part of New York State where the city of New York could go, and get all the water that the commissioner of water supply thinks is necessary, and pump it into the city of New York at a price of \$65 a million gallons.

Now, I do not know how far this court was led by statements of fact or statements of untruth. It is evident that the Appellate Court did what is unusual—it traveled outside of questions of law, and because of public interests that were involved and because the law officer of the corporation was present, it took statements of facts into consideration in making its decision on a question of law. I will read from page 345:

“Upon the oral argument it was pointed out that the present contract needed correction for the protection of the city in respect of the option clause and the amount of water to be furnished. As such provision was stated to be the result of misapprehension and would be corrected, the case needs no further discussion at our hands.”

That is a most unusual concession to a defeated party on an appeal, and could only have been gained by the unusual circumstances, the presence of the corporation counsel, and his attitude to the case. All the correction that was made in the amount of water to be supplied was that whereas the minimum of 3,000,000 of gallons was in the original contract the minimum of 500,000 is in the new contract. But the capacity for expansion is there just as it ever was. And more than that, Mr. Chairman, the court referred to the necessary correction in the option clause. The original contract provided that the city should have the privilege of buying those water works at the end of the term. Judge Gaynor commented upon that clause and said that that even being so (the city having the privilege at the end of three years of buying in the water company) they would have to buy it in at an advanced price, caused by their own user of the company's plant. But this new contract, which is the contract which was passed, leaves the option clause out entirely. There is no life in the contract as finally passed by Mr. Whalen and as finally passed by the board of public improvements, within that option clause, that existed in the first proposed contract.

"The city of New York hereby agrees that after the execution and delivery of this contract, and as fast as such connections shall be made, it will accept from said water company 500,000 gallons of pure and wholesome water per day, and such further quantity as in the judgment of said commissioner shall be necessary from time to time to furnish said city a sufficient and adequate supply."

If it be necessary to have a Ramapo contract to furnish the city with 200,000,000 gallons a day extra, what is to prevent the commissioner of water supply from saying that it is necessary for Cord Meyer's company to furnish 200,000,000 of gallons a day? And as Cord Meyer's company has this contract, an executed contract, in which the power and authority of the city of New York is given to him to get that supply, what is to prevent him from going to the Adirondacks or to the Ten Mile river or to Long Island or anywhere in this State to get that 200,000,000 of gallons a day? And all under the bond, the self same bond, of \$100,000.

If I were the Ramapo people, and this matter were tied up by injunction, and there had been no public attention called to this thing, and we had as complacent a commissioner of water supply as Mr. Dalton has shown himself to be, I would simply go to Mr. Cord Meyer and buy his company, and then go out on an executed contract and go right up to Esopus creek with my executed contract and get my supply there in defiance of the injunction down here. Nobody knows how far reaching this matter has been.

I call attention to this further peculiar situation. In deference apparently to the suggestion of the court upon the appeal there was an alteration made in the amount of water to be supplied; but was it made in the interests of the people? No; it was made in the interests of the company. The original contract had provided a minimum of three millions of gallons a day. The contract as amended and executed provides for a minimum of five hundred thousand gallons a day. The limitation of three millions of gallons is gone. The unlimited increase, in the judgment of the commissioner, remains at the same price, \$65 a million gallons. The option to purchase by the city is gone; and there is no limitation anywhere in the contract upon the

place where this company is to go to get its water, but it is given the authority of the city of New York to go anywhere where the city of New York could go for the purpose—in those very words—of furnishing that supply. It seems to be a most unheard of thing that a great city would contract out, farm out, its right of eminent domain, or whatever we may call it, to a private corporation existing for no purpose than the making of money for its stockholders and those interested in it.

Now we go a little farther. Was this done in the dark? Was this done under a misapprehension? Was it done without protest? No; this president of the borough was there in his place. The president of the borough of Queens protested against the approving this contract. It is a most remarkable thing that a contract not bidden upon, not submitted to the public, should be forced upon the borough that, by its president and by its local board of improvements, is protesting against it. They must have the water whether they want it or not. Mr. Bolley's protest is entitled "Municipal Ownership of Public Franchises: From the Democratic Platform of 1897." I read it that way from the City Record.

Q. You were in the house of your friends, politically considered, at any rate? A. I think so.

Q. In the board of public improvements? A. I hope so.

Mr. Moss—By that I simply mean you are a member of the Democratic party.

The Witness—I am and always have been.

Q. And when you appealed to them from the standpoint of the Democratic party, the Democratic platform of 1897, you appealed to them as fellow members of a common party? A. I certainly did.

Mr. Moss (reading)—"To the Board of Public Improvements, New York City, Hon. Maurice F. Holahan, President. Gentlemen: The undersigned, as chief representative of the people of the borough of Queens, and as president of the local board thereof, which latter body, charged as it is by the charter of the

Greater New York to entertain and aid in all matters respecting the good government therein and of said district, did unanimously adopt resolutions declaring the entering into contract with any corporation, etc., for an additional supply of water for the territory heretofore known as Long Island City as inimical to the good government thereof and against the proper development of the city's water plant therein to sufficiently meet requirements at comparatively small outlay of public funds, with the increased public debt to be created, wherewith to annually obtain and wastefully pay to such private water corporations large sums of the people's moneys; and said local board, mindful of the opposition previously given by me to such attempts against the public weal, did emphasize its approval thereof by voting a continuance thereof of such championing of the people's rights therein, certified copy whereof and of documents on such subject previously served on his honor the mayor were duly transmitted to your board, do, in view of the foregoing and of the premises hereinafter set forth, make respectful, earnest, determined and persistent protest, and will continue to make the same, against entering into contract by the city of New York as aforesaid——"

Did you serve this on the mayor? A. I did.

Q. Then he knew all about it? A. Yes, sir.

Mr. Moss (continuing reading)—"and submit that the attempt of the city of New York to enter into such contract with the Citizens' Water Company of Newtown to supply Long Island City district with additional water is but substituting the commissioner of water supply of the city of New York in place of the board of water ommissioners of the city of Long Island City, and the Citizens' Water Company of Newtown in place of the Woodside Water Company of Newtown, and thereby nulifying that which the taxpayers of said district undertook, and for which the Supreme Court granted them an injunction, and is still in force, against said city taking a supply of water from such company, and the then common council from auditing its claims, and against the city treasurer from paying out the people's moneys for such claims."

Q. You referred to the injunction against the Gleason Company? A. Yes, sir; the Woodside Water Company.

Mr. Moss (continuing reading)—“The following is quoted from the opinion of the Supreme Court on the foregoing matter:

“‘The city (of Long Island City) has a water plant of its own, and has for many years been engaged in supplying itself with water, notwithstanding which the said board (water commissioners of Long Island City), so composed of the mayor and other commissioners, entered into the contract in question with the water company, with the intention, it is alleged, of rivaling, neglecting and injuring the city’s water plant and getting money from the city.’”

I will not continue that quotation. I have already put it in. It includes a statement of figures—estimated cost. Mr. Bowley’s protest goes on:

“It is eleven weeks since date of foregoing, wherein is declared, ‘That the entire system requires speedy improvement,’ and about four months ago since greater solicitude for the water furnishing people of Long Island City was manifested in particular quarters, and although nothing has been done, yet we still live, and to-day have a more abundant supply of water than during the time the city’s plant was being manipulated in the interest of the water company, and for some time after the beginning of this year, when it seemed to be unable to extricate itself out of such rut.”

I refrain from reading the whole of this protest, because it is somewhat lengthy. I will ask the stenographer to take it in however.

(The following is the balance of the protest.)

“To materially add to the ‘proper quality and quantity and under sufficient pressure’, we have the last addition to the city’s water plant, known as pumping station No. 3, and which for the last eighteen months a new boiler has been laying outside of the works, which if taken in and properly set, and another pump added thereto, and with two pumps should be set down closer to the water level, and would at a moderate expense most abundantly compensate for such outlay.

“In the interest of the public we should have in mind that the three water plants herein mentioned cost about \$500,000.

“That of the bonds issued for the money borrowed for such purpose there remains unpaid \$356,000.

"That for the payment of the annual interest of \$200,000 it is necessary to include same in yearly tax levy.

"That the total annual receipts of the water department as per water tax roll for vacant lots and buildings, and all extra water rates are annually absorbed by the general expenses of the department and the interest on its bonded debts.

"That the water tax on vacant lots is a considerable portion, and if same will not be continued will, to that extent, cause an additional deficiency.

"That for an additional supply which would be obtained from the private water company, no additional benefit will be derived therefrom by the city.

"That judging by the claims heretofore made by the Woodside water company of Newtown, against late Long Island City, that of the Citizens' water company, also of Newtown, against the same, now city of New York, would annually swell up to \$100,000. That such contract for three years would make an additional deficiency amounting in principal alone to \$300,000. To which add bonded indebtedness outstanding, \$356,000, will place the water obligations at \$656,000 without any income or revenue for or from the same wherewith to make payments thereof.

"As to the struggle in the courts between the Woodside water company and the Citizens' water company, both of Newtown, to enforce a compliance with law relating to the entering into such contract, ostensibly in the interest of the dear people, simply resolves itself down to this:

"That the creating of a large demand for water upon one of said companies by a contract with this city, as seems determined to impose, will necessarily in time make serious drafts upon the water sources of the other company, they being located in close proximity to each other and without any recompense, whereas the other company, with the contract, will be getting all of the estimated price, \$300,000, for the water thus furnished the city in the short period of thirty-six months, besides which the foregoing conclusion that at the end of such time said company would be subject to sacrifice (?) to the city this materially exhausted plant at the enhanced value based upon the large revenue derived previously thereto from the city as before stated, with full liberty thereafter to erect pumping stations along same

source, to continue supplying thereby the private consumers of the town of Newtown, as the company has been doing for some years back.

"Surely the foregoing are good and substantial reasons for an heroic attempt to be made by and with 'whomsoever it may concern' in a race in which but the one company can be let come in at the lead and in which the public 'won't be in it.'

"The duty of this administration to the people of Long Island City is to speedily improve the city's water plants in the first ward of the borough of Queens, 'in order to utilize the available water supply and distribute it to the consumers in proper quantity and quality and under sufficient pressure,' and also to award contracts only to the lowest bidders, upon adequate security, after due publication of notice inviting competition.

"Permit me to add the hope that I may be ever found on the side of the people in its opposition to everything contrary to the declaration prefixed hereto and introductory thereto, and that your official conduct to the people of this borough and its rights may be ever such that in acknowledgment thereof in their and my own behalf I may be able to truthfully subscribe myself as

"Faithfully yours,

"FREDERICK BOWLEY,

"President of the Borough of Queens.

"Dated Long Island City, May 3, 1898."

Mr. Moss—You realize, Mr. Chairman, the force of this, because the people are obliged to tax the interest on the bonds issued for the construction of their own water works. If they ruined their water works they not only lose the benefits of the investment, for which they have to pay interest, but they have to pay an additional expense to the company which they employ. So it means the addition to the rental to the company of the interest on the bonds.

This was accompanied by an offer again from the Woodside Water Company to supply to the amount of from 500,000 to 2,000,000 gallons a day, which amount can be increased to five millions of gallons daily within thirty days, if required, and will be supplied at \$40 a million gallons, \$25 less than the proposal of the company with which the contract was to be made.

The Witness—I desire to state that our plants were all self-sustaining. They paid for their running expenses and the interest on the bonds thereof right along. There was no extra tax. Under the present contract, whatever the Citizens' Water Supply Company gets, they got \$40,000 last year and probably \$80,000 this year, will be an extra burden upon the taxpayers and unnecessary.

Mr. Moss—It appears by the annual report that there was a deficiency in Queens last year of \$44,000 on the water.

The Witness—Just exactly what Cord Meyer got for his water. Yes, sir; within a thousand dollars. That is where the deficiency came in.

Mr. Moss—Let us see what the procedure was in the board of public improvements after the amended contract was submitted and after your emphatic protest, and the protest of these citizens, and the offer of the other company to supply it at \$40:

“The president of the borough of Brooklyn (Mr. Grout) moved to lay the whole matter over for a week so that the comptroller could be present.”

“The motion was lost by the following vote:

“Affirmative—Commissioner of sewers (that is Mr. Kane of Brooklyn), commissioner of bridges (that is Mr. Shay of Brooklyn), the president of Brooklyn (Mr. Grout), the president of Queens”—that is yourself?

The Witness—Yes; all of these gentlemen who voted on that resolution voted against the Ramapo contract so far as they were permitted to. The same division, certainly.

Mr. Moss (reading)—“Negative—Commissioner of water supply (that is Mr. Dalton), commissioner of highways (that is Mr. Keating), commissioner of street cleaning (that is Mr. McCartney). We have been wondering how Mr. McCartney would have voted. This may be an index to it. “Commissioner of public buildings”—that is Mr. Kearney.

The Witness—He voted with us on the Ramapo.

Mr. Moss (continuing)—“President of Manhattan”—that is Mr. Coogan, whom we have not been able to find. “President of the Bronx” (Mr. Haffen). “The president of the board,” Mr. Holahan. This was the original Ramapo contract, and so far as appearances go had at least that connection that Mr. White admitted this morning he found to exist between the pipes of the Long Island water company and the system of the Ridgewood reservoir, a connection to be used in case of fire, and presumably not at other times.

That was followed by this motion:

“Regularly moved and seconded by the president of the borough of Brooklyn, ‘that this board publicly advertise that water is required for the borough of Queens and that this proposed contract be used as specifications, striking out the name of the company and price, and that the advertisement state that the specifications are on file at this office; and that such advertisement be sent to every private water company in the borough of Queens.

“The motion was lost.

“The board then approved the contract as read, by the following vote:

Affirmative—Commissioners of water supply, highways, street cleaning, public buildings, lighting and supplies, and the president of the board—5.

“Negative—Commissioners of sewers, commissioner of bridges, and the president of the borough of Queens—3.

“The president of the borough of Brooklyn desired to vote, but the Chair ruled that the matter was one affecting the borough of Queens only, and that none of the other borough presidents had the right to vote on it.

“President Grout then stated that if he had the privilege of voting he would vote in the negative.”

F. H. VANVECHTEN, being duly sworn, testified as follows:

Examined by Mr. Moss:

I am the counsel for the Woodside water company, and also for the Jamaica water supply company. As counsel for the

Jamaica water supply company I brought an action against James P. Keating as commissioner of highways of the city of New York. The police commissioners are also parties defendant to that action. The object and purpose of the action was to obtain an injunction to restrain the highway commissioner and the police from interfering with the plaintiff, the Jamaica water supply company, in laying its pipes and mains in the Fourth ward of the borough of Queens, and transacting its corporate business. The Jamaica water supply company had a contract with the former village of Jamaica, and also a contract made last year with the city of New York for the supply of water for fire protection and sanitary and other public purposes.

Mr. Moss—I read from the complaint signed by Charles A. Lockwood, the president of that company, and sworn to by Henry L. Norton, notary public for Queens county, New York, on the first day of June, 1899. It is entitled:

“SUPREME COURT, QUEENS COUNTY. THE JAMAICA WATER SUPPLY COMPANY, PLAINTIFF, AGAINST JAMES P. KEATING, AS COMMISSIONER OF HIGHWAYS OF THE CITY OF NEW YORK, BERNARD J. YORK, JACOB A. HESS, HENRY ABELL AND JOHN B. SEXTON, AS THE POLICE COMMISSIONERS OF THE CITY OF NEW YORK, DEFENDANTS.

* * * * *

“The plaintiff further alleges that on or about the 9th day of May, 1899, plaintiff applied to the deputy highway commissioner of the borough of Queens for a permit permitting it to open the streets in said fourth ward in the borough of Queens, city of New York, for the purpose of making necessary repairs, and for the purpose of tapping its mains, so as to connect the same with private consumers, and said deputy highway commissioner has refused to grant said permit except upon the condition that the plaintiff should employ at an annual salary of twelve hundred dollars per year a person to be named by said deputy highway commissioner, as an inspector of the work, which the plaintiff has refused, and now refuses to do, upon the ground that the same is absolutely illegal and contrary to law.”

This (indicating) is the sworn statement to that fact.

The Witness—Mr. Lockwood swore to that. I know the circumstances under which that demand was made only from the information given me by my client. Mr. Lockwood informed me that Mr. Madden—in the first place that he, Mr. Lockwood, had requested Mr. Madden to extend the time limit of the permit, which permitted the Jamaica water supply company to open the streets, for the purpose of making repairs to the pipes, or for the purpose of tapping or examining their valves. That Mr. Madden refused to extend that permit unless Mr. Lockwood, as president of the Jamaica water supply company would agree to appoint as an inspector, at an annual salary of \$1,200 a year, some man to be named by Mr. Madden. Mr. Lockwood informed me that he considered it blackmail, and gave me certain information as to the experience he had already had with the inspector. It was a question simply upon extending the permit. That was all, at that time. The question whether this corporation was to have the permit for the opening of a street. The demand was made that a person to be named should be employed as an inspector at \$1,200 a year. I don't know what the purpose was of it. I presume that nominally the inspector would be for the purpose of seeing that the pavement was restored. It certainly was not that the work should be properly done, because it was none of the business of the city. The pipes are private property. Mr. Madden denied that in that affidavit. So that Mr. Madden did not take the position in his affidavit that he was doing a proper thing, he simply denied it. Stated it to be false. You have his affidavit there. That affidavit was submitted in opposition to a motion which I made for an injunction pendente, and in order to meet Mr. Madden's affidavit, I procured an affidavit from Mr. Lockwood, and also an affidavit from Mr. Norton, in rebuttal of Mr. Madden's denial.

Mr. Moss—Here is the affidavit of Mr. Norton:

"STATE OF NEW YORK, }
"COUNTY OF QUEENS, } ss.:

"Henry L. Norton, being duly sworn, says that he is the general accountant of the plaintiff in this action. Deponent further says that he is the person referred to in the affidavit

of John P. Madden as the person with whom the said Madden had a conversation over the telephone in regard to the permit. That said Madden did not at any time mention that a permit would not be issued until the plaintiff agreed to conform with the requirements of the provisions of section 525 of the Greater New York charter, but distinctly informed deponent that Mr. Lockwood knew the conditions upon which the permit would be granted, and that no permit would be granted upon any other conditions; that said Madden did not state such conditions, and deponent did not ask what they were, as he had been previously informed by Mr. Lockwood that Madden had demanded as a condition of granting such permit that plaintiff must employ a man at a salary of twelve hundred dollars per annum as an inspector.

“HENRY L. NORTON.

“Sworn to before me this 5th day of July, 1899.

CHARLES DOWNING,

“*Notary Public, Queens County.*”

The Witness—Mr. Lockwood also made an additional affidavit, reiterating the original allegation. I believe Mr. Madden is the Democratic leader of that district, that is, chairman of the Democratic county committee in the borough of Queens.

LUCIEN KNAPP, being duly sworn, testified as follows:

Examined by Mr. Moss:

I was formerly treasurer of Long Island City. I made the offer to put the plant of the city in running order at a cost not to exceed \$500,000; to furnish 30,000,000 of gallons of water per day. That could be done. I am thoroughly familiar with the situation. An addition, however, of three additional pumps and plants is included in my offer. I am in thorough accord with what Mr. Bowley has said. We were associated all through with these contests which sought to take away the right of the city to pump its own water. I knew, and carefully considered all these things, and was prepared to furnish bonds to go into that contract. It was a bona fide offer. As a citizen of Long Island City, I firmly believe that the city can get all the water

it wants by developing its own plants. I believe 200,000,000 of gallons per day can be provided for New York city. The watershed of Long Island will easily deliver 200,000,000 of gallons per day, as I calculate in a general way there is a constant storage in the underground water storage of Long Island, of not less than 500,000,000 on hand all the time, simply waiting to be pumped.

SILAS B. DUTCHER, being duly sworn, testified as follows:

Examined by Mr. Moss:

I am the president of the Ramapo Water Company. I have been president since June, 1897. I was at that time a stockholder; before I was elected. I became a stockholder just before I was elected president. The proposition to become a stockholder and to become president were practically simultaneous. Mr. Ingraham requested me to become the president and stockholder. I think he was the first man, the only man I think, or the first man that spoke to me about it. Mr. Ingraham was then one of the counsel to the company. I had known him but a short time—two years. I did not have consultation with any one else connected with the company before I accepted the proposition. I consulted with one man of my own company, the trust company of which I am president, as to whether there would be any objection. I didn't consult with any persons prominent in political life concerning my becoming a stockholder and president of the company. I was not requested directly or indirectly by Mr. Tracy to succeed to his position, or by any one from his office, or through any direct or indirect request from any politician or leader of any party. This presented itself to me as a business proposition. I have purchased several hundred shares of the stock. I purchased most of it since. I think the amount handed to me at the time I became president was 25 shares. It was not treasury stock; it was the stock of an individual stockholder; not one of the trustees, I should think, but a stockholder of the company. It was not Mr. Ingraham. Mr. Ingraham did not bring the stock to me. I had known the person who brought me the stock perhaps slightly a good many years before. My ac-

quaintance with him had been very slight. I suppose he brought the stock to me to qualify me for becoming a director in the company. I don't think it is necessary that I should state who he was. I think that is my business and not that of anybody else.

Mr. Moss—We only think it is our business because the company of which you have become the president is seeking to enter into contract relations with the city and has already been connected with the city business. I would not think of asking you that question if it were merely a private question. I think you should answer it.

The Witness—I decline to answer at present. Mr. Ingraham was not the only counsel to the company. I think Mr. Lauterbach was counsel also. I don't know whether there was any one else at that time. I don't know whether General Tracy's resignation as counsel had been accepted or not. I don't know whether his resignation as president and director included his resignation as counsel. Mr. Trull was not counsel or attorney for the company at that time, I think. He is now one of the counsel; since I became president. I think he became counsel within the last month or two months; within the last month, I think. He was not connected with Mr. Lauterbach previous to that time in the business of the company; not to my knowledge. I never met him in connection with any of the company's affairs that I recollect of. I have known Mr. Trull since he was a boy, and knew his father, too. It was not on my motion that he was made counsel. I don't know whose motion it was. I don't know who suggested it.

Q. We asked you, in our subpoena, to bring certain books of the company, including the stock book; have you brought them?
A. Let me see what you asked. I have got the subpoena here, I think (reading the subpoena). You asked me to bring the stock book thereof, with the list of stockholders and officers. I have not brought those. The stock book is in the custody of the secretary. The secretary is Horace G. Lamont. He is on his vacation. Where he is now I am not certain. I think, perhaps, in New Jersey, but I am not positive, at Montclair.

Q. I wrote you a note stating, as I remember, that we had not been able to locate the secretary, and asked you to cause him to produce the stock book and list of stockholders. Did you do so? A. I am sorry that I haven't got your note with me, because I do not recollect that you did state that you have not been able to locate him. You asked me to ask the secretary to bring certain books and papers, etc.

Mr. Moss—You responded, saying that you were sorry, and saying that you would not comply with my request.

The Witness—Did I say I was sorry?

Mr. Moss—I think you did. It was a very courteous note.

The Witness—I do not recollect saying that. Perhaps I did. I said I could not comply with your request, because the secretary is the custodian, and I could not get him here. He was away. He was absent. I didn't know where he was at that time. I don't know whether I could have located him or not.

Q. Do you mean to help us to get the stock book and the list of stockholders? A. I mean to help you to everything that I think you are entitled to.

Mr. Moss—That is not the question.

The Witness—I am not the custodian of the stock book.

Mr. Lauterbach—Perhaps I can help you. I have here a list of the stockholders of the company which I have procured. I conceived it might be of importance to this investigation, from the suggestions that have been made publicly, that the names of stockholders should be known to the counsel and to the committee. There are actions pending against this company, some of them seeking to secure injunctions, some proceedings of a more serious character, seeking to destroy the right of this corporation, which has existed since 1887, and has, as we claim, performed many and useful functions. We think we would be remiss in our duty to make public for general information a list of the stockholders. We think we would be remiss in our duty if we

did not supply this committee and its counsel with a list of the stockholders in order that they may know who is interested in the Ramapo Water company, and I have that list, and will submit it to the committee with the suggestion—I would like to say, with the proviso, unless they give me notice to the contrary; I am counsel for the company—that it is not to be made public. It is to be fully examined by counsel and by the committee, and if, as the result of the examination, they desire further information we will endeavor to furnish it. I have here that list. I think the course that we are adopting, under all the circumstances, is the proper course, and I hand the list to Mr. Moss and he can investigate it and see what further he desires to do. For the present it is handed privately to the counsel and to the committee. If a verification of the list is desired, any one that you designate—I believe that the stock book is in a trust company of this city—and any one you designate may verify the list in order to know that it is exactly accurate and to trace the history of the stockholding from the beginning to the end, if you desire. When I say to any one, I mean any one of the counsel. That is an accurate list. I state so, as far as I know, and I have taken pains to ascertain that it is an accurate list, but the accuracy of the list may be verified by either of the counsel who are here. They can have full access to the stock book.

Mr. Moss—How would the publication of the list of stockholders tend to injure the company, Mr. Lauterbach?

Mr. Lauterbach—Representing the company, we represent its individual stockholders. The position which the Ramapo company has been placed in publicly during the last few days—most unjustly, most outrageously, and, before this investigation is through I believe it will be entirely cleared—is at the present such as perhaps to make it unpleasant to those who are stockholders of this company, and have become stockholders in it in good faith, to have their names publicly made known. It cannot injure the company to know who its stockholders are. It ought not to injure the stockholder of any company to know that he is a stockholder of that company. But when public obloquy has been most undeservedly heaped upon a company, and that

obloquy must be shared, as it always is, by those who are connected with it either as executive officers or stockholders, I believe the least duty we have to perform is to protect them against public affront of that character. That is all there is of it.

Mr. Moss—Then we have it clearly stated that the company itself will not suffer, and that the individual stockholders will not suffer, except in the indirect sort of way—this indirect criticism from which all of us suffer more or less who are in public life—coupled with a statement that before this investigation is finished all this matter will be cleared up.

Mr. Lauterbach—I know it ought to be, but whether it can be I do not know.

Mr. Moss—It would appear that the stockholders are blameless. Counsel realizes that this is not an ordinary matter. Long before we had anything publicly to do with it, the issues were made and fought out, to some extent. There are any number of gladiators on the scene of contest. There has been no matter of recent times that has attracted so much attention, and anybody that has any handling of this matter is subject to scrutiny—to investigation. I realize that in my place, and my associates realize that in their places, when we attempt to touch this Ramapo question we put ourselves and our own conduct before the people. We will be judged as to the fairness, the fullness, the completeness, the honesty of our efforts to investigate it. Now, by accepting that list with a proviso that it is not to be made public, we do not know what we are taking. If we did that and did not make it public, and prevented the public from knowing what it is very anxious to know, and which it ought to know, we are putting our own conduct in question, and I imagine our own objects and our own purposes, our own intentions here, would be more or less questioned if we did not use such a list as that publicly. We have no right as an investigating committee to use these things privately. If we have any right to them they are for the public. If the public has no right to them we have no right to them. I regret the strenuousness of the case, but it seems to be that way.

The Chairman—Suppose this condition of affairs should arise: That after examination of that list of stockholders this committee should deem it desirable to call certain people whose names are disclosed as stockholders of that company to ascertain what was done by them, if anything, to procure this contract. What would you say about it?

Mr. Lauterbach—I would say that I have given you the information that has enabled you to trace the individuals and to call them. I put no limit upon your right to subpoena them.

The Chairman—You would not consider that a violation?

Mr. Lauterbach—Not at all. You have the information of who they are. You may use the information in any method you please—to the fullest extent—except that I do not think there ought to be the gratification of a popular curiosity in respect of the private business of the company, than which nothing can be more private than its list of stockholders. But the list is given to you to act with as fully and completely as you desire, without limit or restraint, except as to the publicity, and if, as the result of the information, you desire to take other steps, you are at absolute liberty as honorable men to do as you please.

Mr. Moss—But there will always be the question whether we have called everybody that we should have called out of that list.

Mr. Lauterbach—We have now, let me add, at this moment an application made by an individual, a gentleman and a man of great influence in this community—marvelous influence—an influence that has been capable of creating a sentiment against this company so intense and so bitter as I have never known it within the possibility of any one individual to accomplish. But it has been accomplished. He has become a stockholder of record within a few days. Immediately upon the surrender of his certificate to the company he was furnished with a new certificate. It became a matter of publication, of public notoriety. He has begun proceedings as a stockholder before the Attorney-General. He has, through a representative, made a demand for

an inspection of the stock books. We have thought it proper to deny that demand, and we do not think that he should receive the information in this way—through this committee—that we in proper legal proceedings are endeavoring to keep from him.

Mr. Moss—That is simply a matter of private difference of opinion between the stockholders of the company.

Mr. Lauterbach—Suppose you deliberate upon this. The list is here.

The Chairman—While the committee is not disposed to put the company in any position that is going to be disadvantageous, yet it is equally reluctant to enter into any arrangement or bargain, or anything of that kind, in regard to this list of stockholders. The committee feels that at the present time it cannot accept that list with that proviso. The committee will consider this matter and confer with counsel. I suggest that the list be returned to Mr. Lauterbach.

Mr. Moss—Yes.

The Chairman—And then we will see what course we think it proper to take in regard thereto.

Mr. Lauterbach—That is perfectly satisfactory.

At 4.20 p. m. the committee then adjourned to meet in the same place a 10.30 a. m., Thursday, September 14, 1899.

MORNING SESSION, 10.30 O'CLOCK.

THURSDAY, *September 14, 1899.*

The committee met pursuant to adjournment. Present: Messrs. Mazet (chairman), Fallows, Costello, McEwan.

Hon. ROBERT A. VAN WYCK, recalled:

Examined by Mr. Moss:

I can't give you the exact date when I first knew that the Ramapo company was making any proposal to the officers of the city of New York to furnish it with water, but there were two or three public hearings before me in the mayor's office by the underwriters. I can't tell you whether that was as far back as 1898, the early part of my administration; I can't remember that; but there were two or three public hearings. The gentlemen who appeared before me discussed it pretty fully. Their judgment—the consensus of opinion expressed there by the underwriters that day—there was quite a number of them, you know—that we had to have at least a 300 pressure in New York. This agitation begun, you know, in 1884, fifteen years ago, and there was a mass meeting held then, and Mr. Claflin and Stewart Smith appointed a committee to agitate this question; and they stated to me that they had been discussing that subject ever since before all the mayors; and they desired that some system of water supply be secured that would give at least a 300-foot pressure in New York. They said the condition was very alarming—that if there was a great fire here the entire lower part of the city would be swept away, because the engines could not take the water to the high buildings. That was their statement in these hearings before me. I can't tell you whether at that time the new mains in Fifth avenue had been put in operation. My impression is they were put in operation before I went in office; I don't know; I think so. The proposition that affected my mind was that it was necessary to have a new supply of water at a greater pressure on account of fire. That was the question.

Q. Did they discuss the Ramapo company as the probable source of supply or to furnish the water? A. Yes, they discussed that very fully. They discussed the Lake George supply and the Adirondacks, but they said that there was not sufficient regular supply from Lake George; and that the expense from the Adirondacks, I think, was very great. At any rate, the consensus of opinion expressed there that day was that the watershed west of the North river was the best to supply the city of New York with a 300-foot pressure.

Q. Then you had in your mind, distinctly, as I understand you, Mr. Mayor, that this plan which these gentlemen favored, and which you became interested in, was a plan for producing the 300-foot pressure right here in New York? A. Yes, your question expresses facts——

Q. Yes? A. You say "in which I am interested." I am not interested in any way at all—except to listen.

Q. You were interested in the proposition, weren't you? I mean to say, as the mayor of New York you were interested in the desire to procure what is needed for the better water supply, and interested as the mayor in any proposition—— A. I was in every proposition that came before me of any committee of citizens on any subject.

Q. And did you consider it an important subject? A. Why, certainly.

Q. I mean that simply in that sense that you were interested in it as a public officer doing a public duty? A. If they told the truth it was an alarming condition.

Q. Exactly. And you were concerned with the proposition to supply the city of New York with a 300-foot pressure? A. Well, that is what they advocated, of course, those that spoke there; but my attention has been directed to Brooklyn, where the water supply is rotten, you know, where they have got to have more water or a water famine. They have got a water supply, but they have never been able to get enough there from Long Island. And you asked Mr. White here yesterday whether there was, and he said yes. He himself had been commissioner there for four years and didn't do it——

Q. But, Mr. Mayor, the point I want to get is, did you understand in these statements of the gentlemen who appeared before

you that the proposition was to give this water to New York at a rate of 300 foot here? A. In the city of New York, yes.

Q. The pressure was to be in the city of New York, and the reason why the Esopus shed was spoken of was because that was elevated? A. I think they said that some of that shed went as high as 1,200 feet, if my recollection is correct.

Q. That was the idea exactly. A. Yes, but that wouldn't bring it here 1,200 feet, you know. There is a loss of force.

Q. Did you have that in mind when you made your message—wrote your message in which you spoke—— A. No, sir——

Q. (continuing)—of the necessity of additional water supply? A. When I wrote my message—first message—my discussion of the water supply there was based upon a report of the commissioner of water supply, who was then city works commissioner in Brooklyn, Mr. Willis. That water system had come to me, and I had been looking up the documents to formulate that original message, as it had been the custom of mayors in New York to write a message to municipal departments—as far as that went, why, of course, we knew nothing except what we discovered from reports, and in my investigation I met with the report of the water system of Brooklyn, and of course it alarmed me very much. I am somewhat alarmed in reference to the condition there. The proposed contract with the Ramapo company was never shown me. I never asked to see it. I never talked with Commissioner Dalton about the contract; never; never. I never talked with President Holahan about the contract; never. I should state that my method of running the government is not to let the commissioners suggest to me what ought to be done. My experience teaches me that when they ask me whether I approve a certain thing it is for the purpose of getting me committed before they suggest it to me. As members of the municipal assembly and other departments come to me to approve of things I say: "I will approve nothing; you are in control of your department and do what is for the best." They have got to approve it themselves. I think——

Q. You think it is best officially as mayor not to condemn or influence the action of commissioners, and not to advise them when they come to ask your advice? A. That is right, yes——

Q. (continuing)—to relieve them of the working out of the de-

tails, not saying whether you like them or not, and then, after that, if they come to you in an official way—before you—stamp them with your approval? A. As soon as it reaches me officially I then act.

Q. The commissioners are your appointees? A. Certainly.

Q. And they are responsible to you? A. No, they are responsible to the law.

Q. But you are the executive? A. Well, I have to enforce the law; yes.

Q. You go on—— A. I can do nothing except the law will act.

Q. Of course not. I wouldn't expect you to. You could not remove these commissioners, except under charges, after the first six months? A. Except upon charges which would be received by the courts—on legal evidence.

Q. Now, Mr. Mayor, you know that if Mr. Dalton, one of your appointed commissioners, and Mr. Holahan, one of your appointed commissioners, and their associates, who are mostly your appointees, you know that if they made that contract it would not come before you for your approval? A. Yes, but there was no contract. The only thing I have seen is since this—since it was reported—I saw a copy of that contract somewhere, I think, in the newspapers. That is no contract. That is only an option.

Q. Why, my dear sir, it is a contract, with the letter of the corporation counsel attached to it, approving it as to form, saying that he had redrawn it. A. Yes—well, it is only an option for the city to take water if they want it.

Q. You mean the effect of the contract? A. Yes—is an option—an agreement between two or more people, you know, under one dollar consideration is merely an option to take—the city of New York is not compelled to take a single gallon of water under that agreement.

Q. You mean that the city has contracted to take an option? A. No; I mean that if the Ramapo company should execute that to-day—that it made a contract to supply the city in case the city wanted it or asked for it.

Q. It is a contract to do that? A. On the part of the Ramapo company but not on the part of the city.

Q. How can there be a contract on the part of one party and

not on the part of the other? A. Hasn't any valuable consideration.

Q. The valuable consideration, Mr. Mayor, expressed in that contract, in addition to the one dollar, which is merely nominal, is the consideration of the company's building the reservoirs, conduits and pipes and whatever is necessary? A. Yes, you can make a contract with me in consideration, or give me an option to buy a hundred shares, if you have stock enough to——

Q. Mr. Mayor, you have examined the contract, then, have you not? A. Well, I saw it. I think I saw the printed copy that was in the newspapers. I don't know. I may have seen it in a printed book.

Q. Have you examined the official copy of the contract? A. No, no, sir; the original——

Q. Why haven't you done that, Mr. Mayor? A. There ain't any.

Q. Why, there is an official copy which the corporation counsel sent to the board of public improvements, with the statement that it was his drawing and that it was in legal form and printed in the City Record as a part of the proceedings of the board of public improvements? A. You mean that original paper—that proposed agreement?

Q. I mean the—— A. There has been nothing adopted either by the city or by the company, you know.

Q. I know; because there is an injunction; but when a paper has been approved by the commissioner whose department it affects, and is approved by the corporation counsel, who represents the legal side of the government, and is approved and read by the president of the board of public improvements, it goes to the board of public improvements, necessarily, with a great deal of sanction? A. Well, the minutes will show how it goes there.

Q. We have had the minutes. I simply call that to your attention? A. I have read a copy of that.

Q. Have you examined the minutes? A. No, I have not, sir; but I have read a copy of that proposed option that went before the board of public improvements.

Q. Are you sure it was a true copy? A. That I couldn't say, because I didn't compare the original with the copy I saw.

Q. Did you send to Mr. Dalton or to Mr. Holahan or to Mr. Whalen for a true copy—— A. No; no——

Q. (continuing)—of the proposed contract? Now, Mr. Mayor, you have said that it was merely an option on the part of the city; but the commissioners have already testified, or Commissioner Dalton has already testified, that that option was entered into because of the great need of the city for water, and they proposed to wait this matter of the company to build the watershed and to build the reservoirs, for three or more years to do it, which would be just three years of this important time, while the city is suffering for water. Now, you don't think that the commissioner merely meant to take an option, which he would exercise or not, according to his whim, do you? A. I think that that agreement is that and that alone.

Q. It is an option, but—— A. (interrupting)—And so do you think so, if you are a lawyer.

Q. It is an option, sir, which is meant to be taken advantage of by the city, is it not? A. If it needs it.

Q. Does it need it? A. It seems so. I don't know that—I don't know.

Q. On your testimony, as a resident of the city? A. I have not examined it.

Q. You say that it is now? A. I say that these committees that waited upon me said it was now.

Q. You said upon your knoweldge that the condition in Brooklyn is serious—— A. As reported by the Republican commissioner of water supply over there.

Q. Do you believe the report? A. Well, I don't know whether I would now, after hearing Mr. White testify yesterday, because he said——

Q. Then, you don't know whether Brooklyn needs water or not? A. Yes; I think so, sir; I cannot go and examine the hydrants and pipes and see how much is running.

Q. Of course, you hear from the people—you must hear from the people more than any other public official? A. I see a great many people; I suppose I have seen one hundred and twenty-five thousand people since I have been mayor, sir.

Q. You hear that they want water in Brooklyn? A. Yes, I have.

Q. And you hear that the prominent fire insurance people in New York city want pressure? A. Oh, yes; certainly.

Q. And you wrote in your message as one of the crying necessities of the time that there should be attention paid to the subject of additional water. A. Well, that message—the utterances in that message was based upon the report of the Republican commissioner of water supply in Brooklyn.

Q. But you believe it, don't you? A. Well, I don't know, after hearing Mr. White yesterday. Mr. White testified you can have all the water you want from Long Island; and yet he had been there four years and never gave it to them.

Q. If you are to give it—— A. Why didn't he give it to them?

Q. We are not questioning Mr. White's position now. He is not under your administration, and if he were, according to your plan you would not criticize—— A. If he had been in my administration you would have asked him that question.

Q. He was asked that question. A. I didn't hear it; I sat here.

Q. He was asked that distinct question by some one in the room; I think by your commissioner, Mr. Dalton.

Mr. Dalton—I asked him that question, counsel.

The Witness—I didn't hear it. What did he say?

Q. We are not talking about that at this moment. A. I would like to hear—I didn't hear that. I would like to know the reason why he didn't do a thing he said he could have done.

Q. That is not answering questions—— A. You asked me if I believed one Republican commissioner, and I told you I would have believed it unless this man made this statement.

Q. I asked you, Mr. Mayor, if you believed it when you wrote that message? A. Yes—but then he hadn't been indicted, you know—Willis hadn't been indicted, then.

Q. Willis? A. That was Willis; yes.

Q. You are talking about White? A. No; at the time I wrote my message was based upon Willis' report.

Q. Did you believe the report when you read it? A. I had no

reason to believe that Willis was a scoundrel or a thief when I read that.

Q. Do you say that Mr. Willis is a scoundrel and a thief now, Mr. Mayor? A. The Grand Jury said so.

Q. Do you say so? A. Oh, don't ask me about that. The Grand Jury said so.

Q. And you bandy those words against the reputation of a man that has not yet been put on trial, do you, as the chief magistrate of the city? A. That is what the Grand Jury said.

Q. As the chief magistrate of the city, with the protection of the witness' chair—— A. On the evidence that I had before me I would remove any commissioner I had——

Q. Listen to—— A. If I had any such evidence against them as they had against Willis.

Q. (Continuing)——with the protection of the witness' chair you utter those things about a citizen who has not yet been tried, which if you said them out of the witness' chair would be ground for a suit for slander? A. That is what you said when Hamilton was here, but Hamilton didn't dare sue me for libel or slander.

Q. Well, that is immaterial, Mr. Mayor, and we have—— A. He went around blowing to the newspapers about bringing suits against me, but he didn't dare.

Q. You may talk about Hamilton and you may talk about Willis, but we have got to get back to the point? A. Well, get back to the point.

Q. Yes. Now, Mr. Mayor, when did you cease to believe what you said in your annual message about the great need of the city of New York for water? A. You mean the city of Brooklyn—— in the message.

Q. It was part of New York, sir? A. Yes, but it was Brooklyn borough.

Q. No longer the city of Brooklyn? A. Well, it was not part when I penned that message, because I penned that before the 1st of January, 1898.

Q. When did you cease to believe what you wrote in your message about the need of water in any part of the present city of New York? A. Never.

Q. You never ceased to believe it? A. No, sir.

Q. Now, that is what I want. Then, you did not believe that your commissioner was doing a mere whimsical thing, taking a mere option to buy water—you believed that he was entering into a contract for the purpose of acting upon the suggestion in your message. A. Never knew anything about it until after the meeting of that board, where they——

Q. Haven't you taken any interest in this matter at all? A. Yes, certainly.

Q. And you say you never knew anything about it until after the meeting of the board of public improvements this last week—— A. When these committees came before me, I told them they must—the rule was that they must initiate the proceedings before the commissioner of water supply—that these underwriters must go there and lay it before him; that I was not the commissioner of water supply.

Q. Well, Mr. Mayor, let us see; we want to understand what the system of government of the great city of New York is, as interpreted by the chief magistrate of that city? A. No, you don't—you want to defame the character of the city of New York by illegal evidence; that's what you want to do!

Q. Let me explain my question and answer it then—and the results of your—— A. You take care of yourself and I'll take care of myself——

Q. Allow me to take care of myself without interrupting me, sir. We want to get right at this point. The view that the chief magistrate of this city has put on the system of government of which he is the head. A. Don't talk so much but frame the question!

Q. Wait, sir, and listen. Do you understand that the commissioners of these different departments have supreme power, not checked by the mayor, but that it is not the duty of the mayor to watch and check the conduct of the commissioners, who are his creatures? A. I can't know every stone they lay and every street they pave and every main they lay in the street, and every sewer pipe.

Q. But you have said that you did not advise them, and you would not advise them if they come—do you know that these—— A. Why, what is the use of asking any such question as that.

Q. Do you know that you say—— A. I don't say anything about that—I say your question is absolutely silly!

Q. All right; let it go at that. These gentlemen, then, are not elected; they are mere creatures of you and of your advisers; they have become irremovable except upon charges. They are practically your cabinet, and you say you do not advise them and do not try, and won't advise them if they ask you? A. I say when they come and say, "We want to repave Fourteenth street, what do you think about it?" I say "I have got nothing to do with it; see whether you ought to repave the street, and you do wrong and I find you out, for that I will haul you and call you down."

Q. But, sir, could this water contract come before you in your official capacity in any way? A. I have not looked that up.

Q. You don't know that. Well, isn't it a fact that this water contract is within the power of your appointed officers? A. Nearly all.

Q. And you do not attempt to advise them in a matter of such grave concern as this—do you think you have properly discharged your duties to the city of New York? A. Many contracts that have to go before the board of public improvements never come before the mayor.

Q. But here is a matter that has aroused the attention of the whole city, without reference to partisan divisions at all? A. So you think. I don't think so.

Q. Haven't you found it so? A. No, not at all—a hullabaloo made about nothing!

Q. You think it is a hullabaloo made about nothing? A. Yes.

Q. How do you know that? A. Because I read this contract—there is nothing in it, as I don't think it is at all——

Q. Have you read the contract? A. Why, certainly I have; I have told you I read that copy——

Q. Was that made for fun, do you think? A. Never was made at all; wasn't executed.

Q. Was that drawn for fun? A. No, it was drawn and is there for the city to keep it——

Q. Was it drawn up for a mere matter of fun, do you think? A. What is the use of asking such silly questions.

Q. Do you think, sir, for the purpose—the mere purpose of getting fun that your commissioners appointed by you should be permitted to depart from the principle of municipal ownership?

A. No, sir; I think the city government ought to own its own water supply.

Q. Then why should a commissioner be allowed by you without interference to attempt to make a contract for forty years to get 200 million gallons of water a day from a source of supply 81 miles away? A. Never knew of it until I saw that contract printed in the papers—mentioned in the papers.

Q. Then when you knew of it, what did you do? A. No use to do anything; it was under injunction.

Q. Why didn't you advise them to withdraw the contract and not wait for the court to determine it by injunction? A. I didn't do it.

Q. Why didn't you? A. Because I didn't see any necessity of it at all.

Q. You think then that if the court withdraws the injunction—that is, if the temporary injunction is vacated, that it may be a proper thing for these commissioners to make that contract? A. I will answer that then, and go into the whole question—the engineering question; I will have to get an investigation on that.

Q. Have you investigated it at all now? A. I know that that agreement could do no harm to the city of New York.

Q. That is what you think. Now, sir, that injunction might be vacated to-day, and that effort might be made to-morrow; and if you haven't done anything about the matter, how would you have time to investigate it and do anything towards shaping the course of your board of public improvements? A. I have always met every objection that occurred, and I would find a way.

Q. Have you found a way on this Ramapo contract? A. No, that wouldn't amount to anything if the city signed it to-morrow—wouldn't bind them to do a thing.

Q. But it would be binding the city for a 40 years' contract, wouldn't it? A. No; and you know that too—you are supposed to be a lawyer—I don't know whether you are or not—but you are supposed to be!

Q. Well, you may look on the roll of the Supreme Court. A. I think you tried to get that nomination this fall, and I hope to God you do!

Q. Of the Supreme Court—— A. I hope to God you do, and you will let the people know it——

Q. Well, sir; I find myself nominated by the mayor. That is an honor that I never expected. A. You wouldn't be bending your knee here to Republican witnesses if that was not so. Why don't you examine Republican witnesses the same as you do Democratic witnesses?

Q. Well, now, when you are through making speeches, we will go on with your testimony? A. Proceed.

Q. When you are ready——

Chairman Mazet (striking gavel)—The sergeant-at-arms will preserve order in the room!

By Mr. Moss:

Q. Do you know whether the corporation counsel represents the city upon that injunction? A. I was not served, but I think Acting-Mayor Guggenheimer was; of course, the service comes to me when I come back.

Q. Do you know what position the corporation counsel, your appointee, your adviser, is taking upon the matter of that injunction? A. Well, I think that, of course in the complaint and those affidavits there are allegations of fraud; couldn't get an injunction unless there was; and I suppose there is another affidavit drawn specifically stating it; I suppose every member of that board will put in an answer to the affidavit; and if there is the slightest evidence of fraud by any of these commissioners on that board of the guilt—of any fraud, why, the courts will sustain the injunction.

Q. But have you tried to find out whether any of these gentlemen were guilty of any fraud or of any violation of their duties to the city or of any neglect of duty? A. I haven't any proof or any evidence about it.

Q. Have you tried to find out? A. Yes.

Q. How have you tried? A. Read what you brought out here, pretty much all of it.

Q. You have read what we have brought out here? A. Well, that is trying to find out. We will thank you for that.

Mr. Dalton—I want to ask the chairman——

The Witness—I hope the commissioner won't interrupt me——

Mr. Dalton—I would like from time to time to ask the mayor a question for this reason, that this——

The Chairman—Please take your seat.

Mr. Dalton (continuing)—We have no Democratic lawyers here to ask a question or in any way help us——

The Witness—The mayor wants no commissioner nor anybody else to help him while he is on the stand——

Mr. Dalton—The statement has been made here——

The Witness—Nobody at all.

Mr. Dalton—The commissioner of water supply has not signed that contract——

Mr. Moss—I ask for order here.

The Chairman—Yes——

Mr. Dalton—Put me on the stand myself for ten minutes and I will tell the people of New York what they want to know, what they look for, what they ought to know.

The Chairman—The sergeant-at-arms will see that Mr. Dalton takes his seat. You have interrupted——

Mr. Dalton—I apologize to the mayor and the committee; but I can't help saying these things.

The Chairman—You must not do it again.

Mr. Dalton—I won't do it again.

By Mr. Moss:

Q. Now, Mr. Mayor, have you done anything else to find out whether these commissioners have been guilty of fraud, neglect of duty or have been misrepresenting the city in their departments? A. I haven't the slightest evidence that there was.

Q. Have you tried to get the evidence? A. I haven't known that anybody has ever said that there was any fraud in this matter except two men. One was Comptroller Coler and the other was Bridge Commissioner Shea; and the papers reported them as saying at that meeting that this was some gigantic steal. Now, why don't you call them to see, and make them produce that evidence, if they have got it.

Q. Mr. Mayor, why don't you call them before you? You created Shea. Why don't you call them before you to produce that evidence? Why do you wait for a committee from Albany to get out the evidence and to help the city of New York, of which you are the mayor? A. Well you are here for that purpose.

Q. You are here for that purpose. A. Well, when it comes my turn I will do my duty.

Q. It is your turn now? A. Well, you think so.

Q. And has been for weeks past. A. Well, the mayor of New York is not advised by Frank Moss.

Q. He is advised by Mr. Whalen, is he not? A. No; he is advised largely by himself.

Q. Well, what is your corporation counsel for, then? A. To submit questions of law that the mayor don't understand—and those are very few.

Q. You have been a judge on the bench, Mr. Van Wyck? A. Yes.

Q. And you have had legal propositions submitted to you? A. What is the use of asking those questions? Every man, woman and child knows that I was on the bench——

Q. Of course. I want you to have the benefit of it on the record; that it may go forth upon what ground you say that you do not need the corporation counsel to the mayor—the corporation counsel, who is your appointee, is supposed to be representing the city of New York on the legal end of this injunction case? A. Yes.

Q. And I ask you whether you have found out by consultation with Mr. Whalen whether he is going to stand for or against the injunction? A. No. I haven't asked that. I don't think I talked with him, but one of his assistants, and I told him about the form of the affidavit they wanted me to make that I had no knowledge of any fraud at all. There could be no fraud at all unless the

stockholders of the Ramapo company were bribing these men—and you know those men, for such as you know, Levi P. Morton and Silas B. Dutcher and General Tracy—you know those men are not thieves.

Q. Is Levi P. Morton a stockholder? A. Get that list that you wouldn't get yesterday—get that list that you wouldn't get yesterday——

Q. Well, I am going to get it. You have said that yourself? A. I am anxious to get information relating—I didn't get it yesterday. When you wouldn't take the list——

Q. When you were here yesterday? A. Yes.

The Chairman—It isn't necessary to discuss that fact.

Mr. Moss—I am asking the question.

The Witness—You can't believe those men are thieves and I don't believe it. I made inquiry about Silas B. Dutcher, of Brooklyn, and there is no man who stood higher in the world than he does in his community.

Q. Do you know whether or not Levi P. Morton is a stockholder in that company? A. So I was informed.

Q. You think—— A. I don't know that it is he, but I have been so informed. I know General Tracy was the president.

Q. Will you tell us, sir, any other citizens whom you have been informed are members or stockholders in the Ramapo Water Company? A. Well, I was informed Judge Truax was one. I know he is not a thief.

Q. Think of any others? A. Well——

Q. Tell us influential Republicans that you have in New York that are in that company? A. I don't recollect all of them, but you can get that list. Don't stand here bandying words with me. You can get that list.

Q. Well, we will see. A. You know that Levi P. Morton and Silas B. Dutcher are not thieves—then you may be quite convinced of that fact—and these gentlemen on this board couldn't get it unless they got it by fraud——

Q. Do you mean to say as a lawyer and ex-judge that the only count upon which the court could prevent the making of this

contract is fraud? A. Except on the legal questions like fraud. The court has already held——

Q. Will the court not interfere if the interests of the people of the city are grossly dealt with and jeopardized? A. That is fraud.

Q. Not necessarily. A. Well, that is the way that I have been taught law—that that is fraud.

Q. Suppose it is incompetent, what then? Will the court interfere then, if incompetent commissioners have undertaken to do a thing which would work out a great wrong to the city? A. Well, that would be a question of law on the form of contract.

Q. Would they be enjoined? A. Yes.

Q. Then it is not necessary to premise fraud upon the part of Morton and Dutcher; but it might be incompetence in your own commissioner? A. Yes, and when you were talking to me you were asking—wanted to know if I had made any investigation to bring those men for being thieves—that is what you wanted to know.

Q. Oh, not at all. A. I say I don't know a scintilla of evidence.

Q. You say that you don't try those men? A. I may have to advise now——

Q. But the commissioners, you don't have to try them; but you can call them before you and examine their contract and their reasons for it and advise them whether or not to put it through? A. When I think it is time for me to act I will act and not tell you when I do act, either. I always act in the light of day—right before the public.

Q. Now, I ask you once more the question which you have not answered. Have you found out what attitude Mr. Whalen, the corporation counsel, who will go before the court representing the city, what attitude he takes on the question of making this injunction permanent or not? A. I suppose he would want to vacate it.

Q. He drew and approved the form of it, on his own statements, read from the official record. Presumably he will stand for the contract. That is plain enough for it. A. He will stand for the authority of the board to enter into such a contract.

Q. And he has advised them to do it? A. Yes; therefore advising to enter into the contract form——

Q. He says he redrew it—says it is his own drawing. Now, Mr. Mayor, when you are advised of the fact that the corporation counsel drew that proposed contract—sent it with his approval to the board of public improvements, in which the water commissioner and the president of the board—in which they made strong efforts to pass it, do you not think it an important thing for you to sit down and discuss this matter with the corporation counsel and with the people of New York, if necessary, this grave matter? A. When I think it is important I will discuss it—when-ever I reach that point.

Q. You have not done anything, then? A. I have never failed in any step whenever I have taken it—

Q. Well, so far as this— A. I believe that the city ought to own its own water system.

Q. If you believe this why don't you do something to stop the Ramapo company? A. I haven't passed on that yet. I don't know anything about it. I am going to examine it.

Q. It is pretty near time. A. Never mind—never mind telling me when it is time. You can't show to the people without some facts verifying—

Q. Don't you think it is, Mr. Mayor, about time? A. Never mind what I think.

Q. You have not advised with the corporation counsel, nor with Mr. Holahan nor with Mr. Dalton about this, and you wouldn't give them any advice if they asked you. You leave them to carry this matter out? A. I don't say I wouldn't give them any advice on this if fraud was—I said that was my general rule in the office.

Q. Will you? A. I don't know; I will investigate it as soon as it reaches me.

Q. When do you expect it will reach you? A. I don't know.

Q. But is it going to reach you? A. Well, it has got to come before me.

Q. How has this got to come before you? A. As soon as this injunction, if it is vacated—there will be nothing done until I have a hand in it.

Q. Mr. Mayor, I hesitate to tell you what the law is, and yet you must know it—that it has been decided by the Appellate Division, with the concurrence of the board of public improve-

ments you have the sole power to make that contract, and you have not a word to say about it. A. So the Supreme Court held.

Q. Then, how do you say it is going to come before you? A. Well, I can get it before that.

Q. How? A. By sending for them when I want it.

Q. Why don't you send for them now? A. None of your business. You happen not to be mayor of New York. I will not tell you what efforts I make in regard to that.

Q. Are you going to send for it? A. Well, I am looking at that as I am looking at everything else. I have got an eye on that and pretty much everything that goes on.

Q. Well, thus far you have done nothing to stop it, have you? A. No; no necessity. The court stopped it by temporary injunction.

Q. You waited for the court to stop it? A. No; I knew nothing about it before the injunction. I was on my vacation.

Q. And you were taking the chance as to the vacating of that temporary injunction? A. I will say to you what I said to the people. I will do my duty in the right way. Why, your threats of legislating me out of office don't amount to that to me. You start in and try it. You go and talk about the Governor removing me——

Q. I will wait—— A. A piece of impertinence like that; why don't you go before him?

Q. Are you ready? A. Certainly; I am ready always.

Q. All right. Now, you have not consulted with those gentlemen—your own creatures. Have you talked about this Ramapo contract with any other citizens? A. Well, I have got a list here, of them, and should show what I did see.

Q. Is that a memorandum of names? A. Yes, sir.

Q. Are you going to testify from that? A. Yes, sir.

Q. Let me see it? A. After I get through with it. William M. Kramer, president German-American Insurance Company; Henry W. Eaton, manager Liverpool, London and Globe Insurance Company; John M. Conklin & Son; Edward R. Merrifield, representative of Hotel Association of New York; R. T. Rathbone, secretary of the Assurance Company and National Standard; Edward W. Barnes, representing E. B. Juilliard & Co.; E. R. Kennedy, of Weed & Kennedy, Liberty street, New York; Paul

E. Rasor, manager Magdeburg Fire Insurance Co.; George C. Boldt, Waldorf-Astoria Hotel; Mr. Clark, of Tefft, Weller & Co.; Mr. Ray, of Lawrence & Co., Leonard street; W. J. Fanning, counsel for Hotelmen's Association; John H. Washburn, vice-president Home Insurance Co.; D. Waldo Smith, representing Board of Trade and Transportation; George A. Stanton, American Lloyds and other companies; Henry H. Hall, manager Union Assurance Co.; George W. Babb, manager Northern Assurance Co.; Mr. Ackerman, of Ackerman, Deyo & Hilliard, William street; H. J. Fairchild, of H. B. Claflin & Co.; Mr. Brockway, proprietor of the Ashland House, and Mr. Evans, of Mills, Gibbs & Co. I talked with those people.

Q. When did you talk with those people? A. At those three public hearings before me.

Q. That was some time ago? A. There were three of them.

Q. That was before the contract was drafted? A. All I ever knew anything about this thing.

Q. That is a different thing? A. What was the question? I understood that to be the question.

Q. Who have you talked with about the Ramapo contract, if you haven't talked with these officials? A. When?

Q. Since the Ramapo contract has been in progress. There was no Ramapo contract proposed when you talked with these gentlemen? A. I have never talked with anybody.

Q. You say that now, but you made some statements? A. I have not talked with anybody.

Q. Did D. Waldo Smith approve the Ramapo contract? A. They said that was the best there was.

Q. Did Smith say that? A. I can't recollect. I recollect these because I took them down at the time.

Q. Now, you say you have talked with no individual on the subject of the Ramapo contract? A. No, sir; I think not.

Q. Upon the subject? A. I think every newspaper of New York city tried to get me to talk, but I wouldn't talk; and I cannot talk with friends, because if I do it leaks out and gets in the newspapers, and I don't believe the city government of New York can be properly run if the action of the mayor is known before it is taken.

Q. Did you see Mr. Croker at Freeport on the 30th of August?

A. I never saw Mr. Croker, except the day before he sailed for Europe, until last Sunday I saw him. I saw him the day he sailed for Europe, in April or May, and I saw him last Sunday.

Q. The subject of Ramapo was not discussed before he went away? A. No, sir.

Q. Was it discussed last Sunday? A. No, sir; there was a number of gentlemen there.

Q. Ever had any conversation with him on that subject at any time? A. No, sir.

Q. Mr. Holahan has been quoted as saying that you advised the making of that Ramapo contract. Is that a mistake? A. If he said so, yes. I don't think he said so, though.

Mr. Moss—Perhaps not.

Mr. Holahan—Never in my life.

The Witness—I have known him some thirty or forty years and I have never known him to be a liar.

Mr. Moss—I didn't ask you, Mr. Mayor, whether you had any written communications with anybody on this subject?

Mr. Van Wyck—No, sir.

Q. The next question is hardly necessary, in that event, but I will ask it. Have you had any conversation or any communication in behalf of the Ramapo plan from any person prominent in the Republican party? A. I think not, sir, unless they were before these committees. I don't know.

Q. I am speaking in particular of persons prominent in politics. Are you conscious of any pressure having been brought to bear upon you or any member of the administration in favor of this contract from any person prominent in political life on the Republican side? A. No, sir, I am not; or the Democratic side, either.

Q. I am anxious about the Republican side, and I am going to put that question to every witness, because I want to get it if it can be got. That is all, Mr. Mayor.

RICHARD CROKER, recalled:

By Mr. Moss:

Q. Mr. Croker, three of the members of the board of public improvements are district leaders in Tammany Hall, as has been testified here, Mr. Holahan, president of the board; Mr. Keating, commissioner of highways, and Mr. Dalton, commissioner of water supply, and also Mr. McCartney, commissioner of street cleaning, who is not present in the city. Has any occasion been taken by the organization or by yourself to advise them in any way upon the subject of the Ramapo water contract? A. Not as I know of.

Q. Have you taken any interest in the proposition that has been made as representing that proposed contract? A. No; I don't know anything about the contract.

Q. You know there has been a contract proposed, do you not? A. Only what I saw from the papers. I have not read it. I have not read the reasons given by Mr. Dalton for advocating it. I have not read the reasons given by Mr. Coler for not putting it into force—not thoroughly so; I just glanced at it. I have paid a very little of attention to the subject; not much.

Q. You heard of the Ramapo proposition before you went to Europe, didn't you? A. The committee called on me before I went to Europe. Right after the Windsor Hotel fire an underwriters' committee called on me up at the Democratic club; they talked over the merits of the Ramapo and the necessity of water.

Q. And why did they come to you? A. That I don't know. You will have to find that out—guess at it. I was not surprised at their coming to me on that subject. I often have committees come to me for various subjects and various things in New York, asking my help and aid.

Q. Did they ask your help and aid in that matter? A. Yes, sir; asked me to intercede with the authorities for them.

Q. Did they specify the authorities? A. No.

Q. What did you say to them? A. I told them they would have to go themselves; I could not interfere in the matter. That was right after the Windsor fire. I do not remember the names of any of those gentlemen.

Q. Would you know them again if you saw them? A. I don't

think I would remember. There was about twenty-five or thirty of them.

Q. Among them was there Edward E. Hall, W. H. Crolin, C. A. Trowbridge and Purdy Case? A. I can't tell you that.

Q. Don't you know that these gentlemen who called on you were connected with Mr. G. A. Stanton—did you see Mr. Stanton? A. No; I don't know him.

Q. You never heard of Mr. Stanton? A. No.

Q. Do you know that Mr. Stanton is the owner of a large block of Ramapo stock? A. I don't know, I am sure.

Q. That any of these gentlemen who called on you at some time were connected with Mr. Stanton, the owner of a large quantity of the stock? A. I never heard of him.

Q. Was there any other plant than the Ramapo proposed at that meeting? A. Not that I know of.

Q. Did you have a conversation with Mr. Dalton about this matter? A. No, I did not. I did since. I had a conversation; asked him the other day about it.

Q. Please state that conversation. A. I can't state the exact words. I just spoke to him. I saw a lot of talk in the papers about Ramapo, and asked him what about it. He said it was all right, that he voted for it, and it was meritorious, as he thought, and in the interest of the city. He said he would explain it before this committee. He had a subpoena, so I didn't say any more.

Q. He testified, as I remember his testimony, that you asked him if he had looked into it and if he was satisfied it was all right, and he said he did and you told him to go on and do his duty. A. I didn't tell him to go on and do his duty at all. He knows his duty, I presume.

Q. You made no effort to advise him? A. I asked him——

Mr. Dalton—I don't want to interrupt, but to get the minutes right I would like to read what was said.

Mr. Croker—That will come out all right in the minutes, I expect. They put it down. I can't recollect the exact words I said to him.

Q. Have you ever offered to advise any of these gentlemen directly connected with the Ramapo contract? A. Directly identified with it?

Q. Yes; I mean as city officials? A. I don't know of any identified with it.

Q. Mr. Holahan is the president of the board? A. He is not identified with the Ramapo.

Q. Mr. Dalton is the water commissioner, Mr. Whalen is the corporation counsel—— A. They are not identified——

Q. Wait a minute. Mr. Keating is commissioner of highways. I mean to say they have an official relation to this matter, that is what I mean to say, and have you endeavored in any way to advise them concerning this matter? A. No, I have not.

Q. Have you taken interest enough in it to find out the truth, so you could advise them? A. I am going to try to find it. I am working now for it.

Q. But thus far you haven't done it? A. I am doing it quietly in my own way.

Q. You propose to advise them? A. I don't propose to tell you, Mr. Moss, what I am going to do, because I don't think you are entitled to be told.

Q. That is all right. A. If you were here for an honest investigation I would tell you, but you are here only for one side. I told you when I was on the stand—you asked me to find out what parties you were in with in the city——

Q. I ask you a simple question—— A. I told you your standing in New York was bad. You asked me to find it. I have found it, and I am going to give it to the press to-day—your true character—and here it is gentlemen [handing paper to reporters]. I stand for this thing; I stand for that. This is the opinion of the chief judge of the Court of Appeals on this gentleman who is examining honest men—the chief judge of the Appellate Division of the county of New York as to the opinion of this gentleman. He says he ought to be put on trial himself.

Q. Now, Mr. Croker, you have delivered yourself of that little speech—— A. You told me to find out.

Q. Wait, sir. Answer the question, Mr. Croker. A. I will answer the question.

Q. Mr. Croker, have you done anything, do you intend to do any-

thing to advise these gentlemen about their conduct in relation to the Ramapo contract? A. I will do it in my own way, and I don't think it is necessary I should tell you how I am going to do it.

Q. Do you intend to do it? A. That is none of your affairs. I will do what I believe is right. I am no city official.

Q. That is an answer, sir, and you have had an opportunity to bring out your little document in a most dramatic way? A. If I believed you were in the interest of the city here and not partial to one side, I would tell you these questions; but you are not. You are not a fair man.

Q. Now, Mr. Croker, I will ask you a fair question. You asked me to ask you fair questions. I will ask you one? A. I will answer any fair question, but you can't put questions in my mouth.

Q. Had you any contract, understanding or compact with any political leaders or individuals in the city of New York for the keeping of Gen. Tracy in the race for the mayoralty the last mayoralty campaign? A. Had I any contract?

Q. Yes, or your organization? A. No, I had not.

Q. Do you know of any Republican who is interested in the Ramapo water company? A. Not of my own knowledge, no; I do not. Not one that I know of.

Q. Have you any reliable information pointing to the Ramapo water company's scheme of any prominent Republican? A. I have not. I can't tell you that. I know nothing about it.

Q. Have you any impression concerning the good faith of the Ramapo water company? A. That I don't know.

Q. Do you believe they are in good faith? A. I don't know.

Q. You were about to say you believed something? A. I don't know anything about the Ramapo company. All I know about was this committee of insurance men, the underwriters who called on me.

Q. I ask you again, there has been a constant cry here that this committee does not intend to bring out the evidence showing the connection of Republicans with the Ramapo water company, and I ask you here, as the leader of the Democratic organization, to state not only your knowledge, but your information, if it is reliable or worthy of consideration, concerning the con-

nection of any Republican leader with the Ramapo water scheme. Now there is a fair opportunity? A. I never looked at it. You know all that; I don't know anything about it.

Q. I ask you to come out before the people, upon the chair where I have placed you, I will make you my mouthpiece for the time being. Now tell us a Republican connected with the Ramapo water company in your own way? A. I don't know; I can tell you who can tell all about it.

Q. I am asking you to tell it? A. I can tell you one of your own associates who can tell you all about Ramapo.

Q. You will say call Mr. Platt? A. No.

Q. Isn't that it? A. No.

Q. The same old story? A. No; call this gentleman here, Mr. Clarke, sitting right by you.

Mr. Moss—I will call him. Will you step down a moment?

The Chairman—I suggest you finish with Mr. Croker.

The Witness—He knows all about it, he was in Albany when the whole thing went through, from the corporation counsel's office.

Mr. Moss—I offer Mr. Clarke as a witness to the committee now.

Mr. Croker—Mr. Clarke and you, you know, understand each other.

Mr. Moss—You may ask the question.

Mr. Croker—You can't fool the people of this town any more.

Mr. Moss—Mr. Croker, you may ask the question.

Mr. Croker—You can't humbug the people of New York any more.

Mr. Moss—Nor you either, sir. By this time, Mr. Croker, every intelligent man in this city has made up his judgment on the Ramapo business, and I have asked you for your judgment, and

for what you as the leader of the party are doing, or intend to do, to stop the Ramapo business.

Mr. Croker—When I get through I will tell you, if you want to know.

Mr. Moss—Now, Mr. Croker, do you wish to ask Mr. Clarke any questions?

Mr. Croker—No, you ask him, I am not here to ask questions, you are here for that.

Mr. Moss—Mr. Clarke, he declines the proffer.

Mr. Croker—He can tell you all about it, he was in Albany when this charter went through, Ramapo; you know all about it yourself.

Mr. Moss—Mr. Clarke, is there anything you know about this matter?

Mr. Croker—This is only a farce.

Mr. Clarke—No, it is not a farce.

Mr. Moss—There is no farce about it, it is no laughing matter for you and Mr. Clarke or the committee or myself; and this Ramapo affair cannot be laughed down, it cannot be turned off in a whirlwind of fun.

The Chairman—Mr. Croker has made a statement. Mr. Clarke, have you anything to say?

Mr. Clarke—I am under oath.

The Chairman—Yes.

Mr. Clarke—I never heard of the Ramapo water company in any shape, manner, form, connection, association, by name or inference, until the last week in August in the Adirondack mountains on my vacation I got a stray copy of a New York paper.

Mr. Moss—August of this year?

Mr. Clarke—Yes, sir. I never heard of it. The first news I received was a telegram from the New York Journal, which had been left at the lodge during the three days I was out in camp, saying “will you allow your name to be used as a member of the vigilance committee mass meeting on Wednesday night.” I telegraphed back, “I know nothing about committee or meeting; must not use my name,” and it was not until after that that I ever heard of the word Ramapo or anything in regard to it, and in order to see whether during the first year during my attendance in Albany this matter had in any way come up, I went to the original books of record in the corporation counsel’s office where the title of bills were entered, and found the bill introduced by Nixon, under this title in the book, “Water companies, as to their powers,” and that is the only reference there was in any shape, manner or form. I never heard of it until, as I say, the last week in August of this year.

Mr. Croker—Can I ask him a few questions?

Mr. Moss—Certainly.

Mr. Croker—Were you at Albany the time the Ramapo charter passed from the corporation counsel’s office?

Mr. Clarke—I went to Albany as representative of the corporation counsel in the latter part of March, 1895, for the first time, on several distinct bills. I was there the next three years in Albany, representing the corporation counsel of the city, through the rest of 1895, 1896 and 1897.

Mr. Croker—Can I ask another question?

Mr. Moss—Certainly, as many as you wish.

Mr. Croker—How many references have you got from Democratic and Republican judges in three years?

Mr. Clarke—I can’t answer that, I can tell you that Judge Cohen has sent me one.

Mr. Croker—Haven't you had fifteen?

Mr. Clarke—Yes, I have had fifteen since the first of January, 1898.

Mr. Croker—References?

Mr. Clarke—Yes.

Mr. Croker—Democrats gave to you?

Mr. Clarke—Yes.

Mr. Croker—Some Republicans?

Mr. Clarke—There isn't a Republican on the bench who can send references now.

Mr. Croker—No? But you got it in on the Democrats?

Mr. Clarke—They considered my ability as a lawyer justified them in sending the references.

Mr. Croker—Judge Scott gave you some?

Mr. Clarke—Yes, sir.

Mr. Croker—Gave you several?

Mr. Clarke—Yes, sir.

Mr. Croker—Did you ask for them?

Mr. Clarke—I did not.

Mr. Croker—He just sent them to you?

Mr. Clarke—He did.

Mr. Croker—You didn't know anything about them?

Mr. Clarke—Not until I got the orders.

Mr. Croker—Not until you got them; that is all I have to say.

Mr. Moss—Mr. Chairman, we shall continue the testimony concerning references, which has been so auspiciously opened by Mr. Croker, at a later date.

Mr. Croker—It was you opened it on me, the Tammany Hall men were getting them and no one else, your associate got more than any Tammany man.

Mr. Moss—Now, Mr. Croker, have you taken a position in this community as the individual who is the leader of your party for or against the proposed Ramapo contract? A. That I am going to reserve.

Q. That you reserve? A. Yes, to work on, I don't think it necessary to tell you that.

Q. Have you had any communications with any city officials upon the subject of the proposed Ramapo contract? A. Not the slightest.

Q. Have you had any communications or correspondence with any public men, members of political parties, in either party on that subject? A. Not a particle, none at all.

Q. Did you pay for your stock in the Automobile company? A. You will have to guess that.

Mr. Moss—Yes. Now, Mr. Croker, we are on a subject where you close up. How much stock of the Huckleberry road did you have? A. That is my own affair.

Q. Yes? How much stock of the Union elevated railroad did you have? A. That is my affair.

Q. Did you pay for your stock in the Huckleberry road? A. That is my private affair.

Q. Yes? Did you pay for your stock in the Union elevated railroad? A. That is my private affair.

Q. Did you pay for any stock that you have in the Brooklyn surface and elevated railroads? A. That is all my private affairs.

Q. All your private affairs? Did you get them because of your influence with city officials or with legislators? Did you? A. You know these are unnecessary, you know I won't answer them, don't you?

Q. You admit you have great influence with public officials and that committees call on you because of your influence? A. I don't admit it at all.

Q. You realize you are such a public character that you can come here and try to laugh yourself out of your connection with the Ramapo company? A. Yes, but you are trying to bully me.

Q. Bully you, the bullying is on your side. Now we understand you will not tell how much of this stock you had or what you paid for it, that is disposed of. A. Did your client tell you yesterday, did your client Platt tell you?

Q. Now, Mr. Croker, this is not a talking match, it is questions and answers? A. You are doing all——

Q. Mr. Croker, did you sell Manhattan stock short prior to the assault on the Manhattan by the city? A. That is my affair.

Q. Did you not have quantities of that stock, in which you were interested, in brokers' hands on Broad street? A. I will answer all that now to satisfy you. I never sold it short, and got no stock at all.

Q. I thank you, now we have an answer on that, what you had was in somebody else's name, wasn't it? A. No one's name at all.

Q. You have no connection with Mr. Freedman, have you, in financial matters? A. Yes.

Q. He was not handling it for you? A. It was all private business.

Q. Working for your pocket all the time? A. Yes, sir; as you are working for criminals in New York.

Q. Just as I am after criminals? A. Yes.

Q. I take your language? A. Every man in New York is working for his pocket.

Q. You are no exception to the rule? A. You mean do it in a respectable way.

Q. I concede this is more or less below the limits of respectability, having to examine you? A. The opinion of the chief judge of the city of New York and the chief judge of the court here in New York, the Appellate Division.

Q. Did you have any talk with Judge Hogan about Ramapo? A. No, none at all.

Q. Did you have any talk with Mr. Whalen about water to the city of New York before you went to Europe? A. None at all.

Q. Are not friends of yours, and political associates of yours deeply interested in the Ramapo company? A. Not the slightest that I know of.

Q. You do not know that any of your associates, business or political, have stock in the Ramapo company? A. No.

Q. You don't know that? A. I don't know that.

Q. And as a statesman, delivering his opinions upon expansion, and upon good will and upon missionary topics and so forth, when you come back to the city of New York you have no opinion to express upon this current matter of which all the city is showing its attention? A. No, I am no statesman at all, you are the statesman—in your own mind.

Q. After you were served with your first subpoena, Mr. Croker, and some weeks ago, did you talk with a judge of the supreme court about that subpoena? A. No, sir; I did not.

Q. Sure? A. No.

Q. You did not mention to a judge now on the Supreme Court bench the fact that you had received a subpoena, and did not ask him whether you were bound to attend or not? A. No, sir; I did not. You must be dreaming these things.

Q. Well, I am dreaming about some of these private business affairs of yours a good deal? A. You are away off on that.

Q. Yes? How much stock or securites have you received without paying for them of companies located in the city of New York since the first day of January, 1898? A. I have nothing to say about that; that is not your affair at all.

Q. How much stock or securities of corporations in the city of New York which are more or less under the jurisdiction of the officials of the city, or conduct operations which are subject to the visitations of officials of the city of New York have you received without paying for it since the first of January, 1898? A. That is my affair.

Q. And it will remain your affair, I suppose, until the inventories are made the last day? A. It is very easy for you to ask such questions and try to put people in a false position before the public.

Q. Have you ever bought any stock in the Citizens' water company of Newtown? A. Not as I know of. I don't know anything about it, I never heard of it.

Q. I see when you went abroad, your honors and your reputation were with you, so that you were looked upon by the English people, some of them, as the Mayor of New York—this little clipping here: "The Hon. Richard Croker, Mayor of New York, our latest American visitor?" A. Well, what of it; do you like that?

Q. I want you to have the benefit of it here, because it comes mighty near to being the truth. A. Oh, it does in your estimation.

Q. In yours certainly. A. No, not mine only, in yours; that is the way you are trying to make your report up.

Q. Now, Mr. Croker, all pleasant things have to come to an end, I have other things to talk to you about which we cannot discuss to-day, because I have to examine other witnesses, but upon this matter of Ramapo, which is so interesting, I will ask you once more, for your mind may have been stimulated, or your memory. Have you, in any way, endeavored to influence the action of city officials regarding the Ramapo water contract? A. Not at all.

Q. Have you in any way endeavored to prevent the carrying out of the Ramapo water contract? A. I have not got through with that.

Q. Are you hostile to that? A. That I will let you know.

Q. Do you put yourself alongside of the people who are hostile to it? A. That I won't tell you, I am conducting my own affairs about that, and examining into it. I am going to make a true examination of that and not a humbug like you are making.

Q. Now, Mr. Croker, you may at any time, if you see that this investigation is not fully developing the connection of persons with the Ramapo water company that ought to be developed, that is, if you take the position that the Ramapo water business is wrong and contrary to the interests of the citizens, and you know of any person here, or hear of any person upon reliable information, who is connected with an injury to the people, and we are not bringing it out, you have the privilege of this chair at any time you will come here to do so. A. When I find it out I will give it to the press of New York and not to you, Mr. Moss.

Q. I don't suppose it is a pleasant thing to do to come here?

A. I will always come here whenever you want me to. I will be here with great pleasure. Good-bye.

Mr. Moss—Good-bye, Mr. Croker. It cuts, Mr Chairman, when the personal villification business starts up again. I can stand it.

JACOB RICE, called as a witness, being duly sworn and examined by Mr. Moss, testified as follows:

Q. Mr. Rice, you represent a district in which this Ramapo water company has some interest, or is supposed to have? A. Well, I don't know, only what I see in the papers. I introduced in the legislature in the last session two bills giving water and electrical power. One was a High Falls Electric Light & Power Company, as I understand it, and the other was the Kissekaton Lake Water & Power Company. Senator Ahearn did not speak to me about the Kissekaton bill.

Q. Did he not say, if I may refresh your recollection, did he not ask you if these measures took away any of the Ramapo people's rights? A. No, sir; I was asked that question by—there was a general talk during the session of the legislature, and I understand what you are referring to. Mr. Ahearn's name with several others in the conversation was mentioned, but I never said Mr. Ahearn spoke to me, I said I had been asked whether my bills affected the rights of the Ramapo water company; I never said that Mr. Ahearn particularly had spoke to me.

Q. Very well, I am glad to have the newspaper articles corrected on that, and it was largely for the purpose of looking what appeared in the newspapers that I asked you to appear here, because your name has been mentioned in the public prints, and I understand that every man whose name has been mentioned, and whose connection with these matters is right, desires to appear and have his say. Now this matter was discussed in the company of people as to whether these measures affected the rights of the Ramapo company, is that it? A. Not in a company, during the session the papers spoke so terribly about these bills

that several men asked me what there was to them, it was the general talk, not only in the legislature, but I guess outside of it.

The Chairman—Do I understand you to say several members spoke about it? A. No particular man, everybody asked, "Rice, what is there about these bills of yours that the people are making so much talk about?"

Q. Members as well as others? A. Oh, yes.

Mr. Moss—How did the conversation come about when it was asked whether these measures interfered with the rights of the Ramapo company? A. On account of the papers speaking so much about them. I asked, I said what can it be the papers are fighting so much for. I never knew anything about the Ramapo until it came out there.

Q. I see, was it introduced to you as a request that you should not injure the Ramapo company, or was it mentioned to you as a possible reason why there was so much opposition? A. No, I never was asked.

Q. What was the reason for the introduction of that conversation? A. I don't know, further than that I asked questions, I said, "What can it be that the papers are finding so much fault with my bills about when they were only two little local measures."

Q. Then somebody suggested perhaps it interfered with the Ramapo company, was that it? A. The general impression was it might interfere with the Ramapo company.

Q. Was the Ramapo company being talked about in the legislature? A. Not that I know of, other than I inquired myself. The High Falls bill passed. I did not press the Kissekaton bill. I passed it to the order of third reading and then let it lie. It did not interfere with the Ramapo people in any way.

Q. Did anyone tell you it did? A. Not that I know of.

Q. Has the Ramapo water company any reservoir or dams up in your district, did you ever see any? A. I have not been up the country, but I do know that the people up there are very anxious to inquire from me if that is going up that way, that

they have taken a lot of options and the people are anxious to sell their land, there is quite an expectation.

Q. The country people are anxious to have it go through because they have given options and they want their land to be purchased? A. Yes.

Q. Then it is not that the company has the land? A. They may for all I know.

Q. The company has option and the farmers hope the company will go up and buy up the land and take it? A. They may own a lot of land for all I know.

The Chairman—The people talking to you you understood were interested because they had given the company options? A. Yes, and were anxious to sell their land.

Q. May I ask you when the conversations took place between you and these people? A. When I came home.

Q. You mean after the legislature? A. Not after they adjourned, but during the time that bills were being discussed when all the papers had it in. If you have no objections I will tell you, because you were as innocent, I presume, as I was myself; my bills wasn't a circumstance to the Astoria grab bill. That is, the Astoria grab wasn't a circumstance to my bills, we never reported this bill, the Kissekaton bill, to get it through, because the man whose name was on it insisted upon his name being taken off; he wouldn't have his name go in there on account of the talk in the papers; besides the bill wasn't feasible. You see it cost about \$300,000 to build it, and when it got to Catskill what could they do with the power?

Q. My question was connected with conversations you had with members of your district who had given options to the company. Were those conversations during the session of the legislature or since? A. During the session, about the time the people were talking, people were wondering what I was doing that was causing all this talk.

Q. At that time some of the people in your district spoke to you about it, as they have given options to the Ramapo company to sell their land? A. Well, I don't know; there was a general impression that they had the options; I didn't inquire into the matter.

WILLIAM C. DE WITT, called as a witness, being duly sworn and examined by Mr. Moss, testified as follows:

I am a lawyer and practice in the borough of Brooklyn, and have for many years. I was one of the charter commissioners. I took a practical part in the original draft of the charter.

Q. We called you here to ask about section 471 of the charter. Can you tell us who originally drew or proposed that section?

A. I have not any distinct recollection of that particular section, at least of its origin. I can only give you a deductive impression, arising from my knowledge of the construction of the charter. That section was not in the original draft, my original draft. My original draft designed a municipality with single heads for each department, a mayor with a short term, and constant power of removal, and a municipal assembly coming from a somewhat different constituency than that provided for in the present charter. Of course these sections about the board of public improvements were not in the original draft. Commissioner Low in the committee on draft, of which I was chairman, introduced the idea of a board of public improvements, to be composed of the heads of the various administrative departments, together with the mayor, the comptroller, and presidents of the boroughs, and the draft was revised so as to conform it to Mr. Low's idea, under his supervision and direction. Now this section and the sections which give the power to contract for water to the board of public improvements of course came into the charter because of the establishment of the board of public improvements which originated from Mr. Low, and I assume that he was the author of the section to which you allude, whether his hand drew it or whether indeed he dictated it, I do not know, I cannot tell you that, but I know it came out of the labor of adapting my original draft to the feature of a board of public improvements which was necessarily under his control. I was associated with him, of course. I would look to Mr. Low for an answer to the question. Whatever he would say would be conclusive to me as to the authorship of the section, there is no harm to the section, it carries no power. It is my opinion as a lawyer that the dissenting opinion of Judge Goodrich in the Gleason case is a correct statement of law.

Q. So far as that, that matter has not been passed upon by the courts, two judges have been one way and two the other way. Judge Gaynor, who granted the original injunction, and Judge Goodrich, I understand, are on one side and the other two appellate district judges on the other? A. Yes, the prevailing opinion however, in the case of Gleason against Dalton, to which you allude, the prevailing opinion does not, as I understand, pass upon any other question than whether the matter of furnishing water to the town of Newtown by the subterranean system could have been made a matter of competition between bidders. Now that, as I say, is not the prevailing opinion; they say it could not be a matter of competition in that particular case, but I do not understand that case—but maybe I am wrong about it—as holding that the resolution of the board of public improvement authorizing such a gigantic scheme as this Ramapo contract would be good without passing the municipal assembly and without the comptroller's certifying to the existence of appropriations in the treasury for that purpose. The court does not pass on these questions. I do not think that case is in point. In my opinion a contract executed by those gentlemen would be ultra vires, unless the resolution went through the municipal assembly and was approved by the mayor, and then there is a further obligation, as I understand it, in the charter, that the comptroller must certify to the existence of an appropriation adequate to meet the exigencies of that contract. If you will look at that case and read Judge Hatch's opinion you will see it does not cover that point. I think Justice Goodrich was right on that question because I do not see why any people cannot pump water out of the sandy soil of Long Island and furnish it to Newtown, I cannot see why that cannot be made a matter of competition between 100 companies or individuals, and Judge Hatch seems to think it cannot be a matter of competition because the board would have to judge of the purity of the water; however, I respectfully yield to the opinion of the majority so far as that particular case is concerned, though I think the case ought to be taken to the Court of Appeals, but I do not think that case covers this gigantic scheme. My opinion is substantially the same as that expressed by Judge Dillon. I have not seen Mr. Gerard's. Judge Dillon was a brother commissioner with me on the charter; I

have the greatest respect and esteem for him and I read his opinion throughout.

The Chairman—Does it occur to you that that section ought to be amended in any way in order to make that matter clear beyond a doubt as to the rights of the board of improvements? Have you given that any consideration? A. If there is any doubt I should amend it as a matter of course, and make it plain. It is not an artistically drawn section in the charter.

HARRISON VAN DYNE, called as a witness, being duly sworn and examined by Mr. Moss, testified as follows:

I am a public official in the city of Newark. And Newark made a contract with a water company several years ago; it is just being completed now. We are to receive 50,000,000 gallons a day. The contract was framed, giving the city an option of either paying by the million gallons or exercising the option of taking the whole plant when it was completed. The price was \$36 per million gallons if we bought by the million gallons, but the city of Newark might, on the execution of the contract, decide to exercise the option of paying for the works, and so on their completion would pay \$4,000,000 with the proviso that two million additional should be paid at the end of eleven years when we took complete charge of the works. In the making of this contract we arranged for a sliding scale, we got it at a minimum cost, if we wished to do it that way of \$36 a million gallons, and there was a proviso for the city acquiring the plant. That was a protection for the principle of municipal ownership. We got that water from the Pequananic watershed. I think the Ramapo company did not offer water to the city of Newark. The Ramapo river in New Jersey was one of the streams talked of as a possible source for the Newark supply, but not through the so-called Ramapo company.

SILAS B. DUTCHER, recalled; examined by Mr. Moss:

Q. Mr. Dutcher, I will ask you again to produce the list of stockholders of the Ramapo company. Your statement yester-

day, as I remember, was that it was in possession of the secretary who was not convenient of access, but it transpired thereafter that there was a list in the possession of counsel of the company, so I ask you now to produce the list of stockholders.

Mr. Lauterbach—Mr. Chairman, may I interrupt. At the time of the adjournment of yesterday the committee announced that it would this morning express its determination as to whether the proposal—the proffer made on behalf of the witness in respect to the stock list of the Ramapo water company, would be accepted or not. I understood from counsel that that proposition would not be accepted, for reasons stated to me, and which seemed to me to be very sufficient. I stated to counsel on behalf of the company that, as it was the desire of the company—of the board and of counsel, to facilitate the committee in all matters pertinent to the investigation of the subject now under investigation, that an endeavor would be made after consultation, formal consultation with the board, and consultation with two or three of the principal and larger stockholders who might object to the publication of their stockholding interest, that an endeavor would be made to have the stock book exhibited, as desired by the committee, and that I would express the result of that endeavor on Monday. I shall be absent at Albany to-morrow, else I would be able perhaps to do so to-morrow, that seemed to be satisfactory to the counsel of the committee with whom I conferred, Mr. Clarke, and if it be I will make an effort to do so.

The Chairman—That will be Tuesday; the committee will not be in session on Monday.

Mr. Lauterbach—Then on Tuesday, and by that time I will have the decision of those who are interested, with the desire on the part of those now present to facilitate the committee, if it can be done.

Q. You mean the decision of the board? A. The decision of the board, yes, sir.

Mr. Moss—I suppose that the statements of Mr. Lauterbach will go upon the record as testimony. I think that is the best

way to have it considered in the record, as an officer who is counsel of the company——

Mr. Lauterbach—I have no objection whatever.

Mr. Moss—It is a mere matter of form.

Mr. Lauterbach—Oh, no, it is not that, but it is a concession perhaps on my part that we have the physical ability to produce the stock book, and I am perfectly willing that concession should be entered upon the record, because we have.

Mr. Moss—While counsel desire not to be bound by any stipulation whatever, and say nothing about their position in that matter we certainly hope that the company will take such action as may be necessary, within the short space of time that Mr. Lauterbach has named to produce to us that information. I understand the witness now upon the chair that he does not produce this information, he is in that position, but that it is stated by Mr. Lauterbach representing the company that a meeting is to be held at which it is expected that an arrangement will be made for producing to us this testimony.

The Chairman—Let us have the record straight on this point.

Mr. Moss—You have taken this, haven't you, Mr. Stenographer?

The Stenographer—Yes, sir.

The Chairman—That the witness has been called upon to produce the list, and that it has not been produced, and as Mr. Lauterbach has stated, a meeting of the board is to be had and we are to be advised on Tuesday morning whether they will willingly give up the stock book.

Mr. Moss—And the statement made by counsel I assume to be made on behalf of the witness, as the witness does not desire to be considered in the position of recalcitrant at this time, and all such acts as that are withheld.

The Chairman—Until Tuesday.

By Mr. Moss:

The capital of our company is two and one-half million, I suppose all issued. The stock is all issued and I suppose all paid for, but I was not president of the company or connected with it when that was done and it was done under the advice and counsel of Gen. Tracy, who was then counsel for the company, and I assume it was all right. There is no treasury stock that I am aware of. There is no pool stock that I am aware of. I have not heard of any. I say this twenty-five hundred thousand dollars' worth of stock has been actually issued, as appears by the stock book, and is in the possession of stockholders; individual owners. The company has not got that two million and a half dollars now in the treasury that I am aware of.

Q. Has the company two and one-half million dollars' worth of property? A. I cannot estimate the value of the property myself. It is contracts, options and a large amount of engineering work that has been done by the company.

Q. Do you mean work that appears on paper, not work that appears on the ground, but work that appears on paper, don't you? A. I suppose engineering and surveying work, the surveying work is done on the ground. There is nothing left on the ground.

Q. What you have to show for the engineering and surveying work is on paper? A. It is in maps filed and contracts.

Q. Contracts for what; for the erecting of reservoirs? A. No, sir; for property.

Q. For the purchase of property or for options? A. Options or contracts in this case I assume are practically the same thing.

Q. They may or may not be; the mayor made a distinction a little while ago; a contract for real estate in the ordinary procedure is a contract that binds the purchaser to pay; the option gives him the option to buy; now have you any contracts to buy? A. I can't state definitely.

Q. Do you know of any? A. I say I do not know of any definitely.

Q. Has there been two and one-half million dollars expended in the options, or contracts, as you call them, and in the surveying and engineering work? A. I don't know. I believe a large amount of money has been expended.

Q. Anything like two and one half millions? A. I cannot say whether it was that amount or less. I cannot state how much has been expended upon surveying and engineering work and upon contracts since I became president. I cannot state it approximately. I cannot tell whether it will amount to \$100,000. I don't know whether it will amount to \$100,000 or \$500,000. I think I have attended all the meetings. I have not signed all the contracts as president since I have been president. The engineer, I think, signed the contracts. I suppose the treasurer and engineer have the knowledge of the amount of money in bank, in contracts, in options, and represented in engineering and surveying work. The treasurer is Horace G. Lamont. I think he is in New Jersey, as I told you yesterday. He is the secretary also. The office of the treasurer is in the Arbuckle building, Fulton street, Brooklyn. I think some of the books are there. I assume the books are there showing the assets of the corporation. I have never examined them. I understand that the entire capital stock is paid up.

Q. Why have not certificates to that effect been filed at Albany? A. The stock was issued, as I told you, before I had anything to do with it—when Gen. Tracy was counsel, and under his supervision, I suppose.

Q. Mr. Dutcher, you have been connected with a great many corporations, and some large ones?

Mr. Lauterbach—Permit me to interrupt again to save time. That certificate was filed a long time ago, and it is here, Mr. Moss.

Mr. Moss—I am very glad; the Secretary of State has made a mistake.

Mr. Lauterbach—The certificate was filed on the 5th of October, 1888, the stock being paid up at that time.

Mr. Moss—1888?

Mr. Lauterbach—Filed in the office of the county clerk of Queens county on the 5th of October, 1888.

By Mr. Moss:

Q. If there was no treasurer's stock, how could stock be given to the people; is there any way by which it can be given to people? A. I don't know of any way. I had twenty-five shares of it presented to me before I qualified—handed to me. I should correct my testimony of yesterday in that respect; handed to me by Mr. Ingraham; at the time I thought it was somebody else and hesitated to answer. I received the twenty-five shares of stock from Mr. Ingraham. All the rest of the stock I have has been bought and paid for in cash. It was bought and paid for by myself. The engineer was Mr. Nostrand. I never had any stock or any interest in the Citizens' Water Company of Newtown. I paid par for some of my stock. I paid less than par for some that was bought within the last two years and two months—within probably the last two years. My recollection is the lowest price at which I bought was 55. That was within two years. We have no pipes laid; no conduits; no reservoirs built. I think the plans have been prepared for the building of reservoirs. I think the original plans were prepared by the old engineer, Mr. McAlpine. I don't know whether that is so or not; not to what extent.

EDWARD M. GROUT, called as a witness, being duly sworn and examined by Mr. Moss, testified as follows:

I am president of the borough of Brooklyn. I think the sentiment of Brooklyn is against the Ramapo contract. Brooklyn needs water, but Brooklyn has refused heretofore to make a contract with the Ramapo company before consolidation. The sentiment in Brooklyn, at least as I have found it, is against any franchise jobbing and in favor of the city controlling the water supply itself. I am not an engineer, but from my acquaintance with Long Island and the water companies of Long Island I do not doubt there is an additional supply for a good many years for Brooklyn on Long Island; not forever, probably. I am a member of the board of public improvements and have been present at times when the Ramapo matter has been brought up.

The presentation of the contract came up in my absence. I sent a telegram asking for an adjournment for a week, so I could be present. I had no opportunity to be present to get into that discussion, not at that time.

Q. Not until after the injunction by the court. Now, Mr. Grout, prior to that there was a hearing before the board of public improvements in which the Ramapo people attended and presented their reasons, do you remember that? A. Yes, sir; that was in June, 1898. That was over a year before.

Q. And so far as you know, as a member of the board of public improvements, all that the Ramapo company had to say was said at that time to the board? A. There was one thing which they expressly declined to say at that time, although pressed. They said they would say that when we wanted to talk about a contract—that was the price at which they would supply the water—there was no talk about the price. The discussion of the need of the city, and availability of the system and trouble of bringing it down was all discussed in 1898. As president of the borough I noticed the reports of the water commissioner after that in which he made no reference to the necessity of going to the Ramapo company for that supply. The report discusses the scarcity of water in certain quarters and ways to remedy it, but made no reference to the Ramapo company. I don't recollect any.

Q. Were you surprised when it came up? A. Yes and no; I was not entirely surprised, because I was always imbued with the idea that the Ramapo matter was coming up. I expected it before the days of consolidation and have expected it since, and the treatment of the matter in the board of public improvements has been such as to lead me to think it was coming up. I knew the company had been in the field a long time before consolidation and was determined to get in if it could. It was a matter of common rumor, and the way in which the matter was treated in the board of public improvements led me to think some members of the board were not opposed to it.

Q. Did you discover, or were you credibly informed, of the connection with the Ramapo scheme of any person prominent in political life? A. I have no knowledge on that subject. I have nothing except rumor—nothing that I would be justified

in stating publicly. At the meeting in June, 1898, I think there was not any other company present besides the Ramapo company. There had been propositions from a large number of companies, but no other company obtained a hearing, and no other company except the Citizens' Water Supply Company obtained a contract, as I recall it. I opposed the granting of a contract to the Citizens' company of Newtown to the best of my ability on very much the same grounds as this, and on the further ground that the amount the city would spend under that contract, as stated to us by the engineer of the water department, was a sufficient sum to put the water system of Long Island City into shape to supply that water permanently; in other words, institute a permanent investment for the same amount of money we were going to spend for the Citizens' company to supply the water for three years. That was the chief ground of my opposition at that time, outside of the failure of competition.

Q. Do you look upon the two propositions, the two contracts, as very similar matters? A. I don't know about that. I am opposed to any contract for private water companies; they lead to fraud and corruption invariably.

Q. Wasn't this meeting had for the particular purpose of hearing all the water companies? I read an extract from the minutes of June 1, 1899:

"On motion of the commissioner of public buildings, lighting and supplies, it was

"Resolved, That the secretary of the board communicate with the various water companies which have made application to the board for the privilege of supplying water to the various parts of the city, and notify them that the board had set Tuesday, June 14th, as a day of hearing when they could make application to the board in person for the privilege of supplying water to the city.

"Passed on a divided vote, the same substantial division as has occurred in all these matters."

A. That may be the form of the resolution which passed, but a resolution passed there upon a motion made at two or three meetings, which was determined to accord a hearing to the Ramapo company, and no other company but the Ramapo, as I remember it, attended that hearing.

Mr. Moss—I would ask Mr. Holahan if notice was sent to the other water companies to attend this hearing?

Mr. Holahan—I think not.

The Witness—I think the form of the resolution was a Ramapo hearing and nothing else.

Q. We have a resolution for notice to be sent to the various companies, and the statement that only notice was sent to the Ramapo company and it was the Ramapo company that you heard. You asked some questions, Mr. Grout? A. As many as they would let me.

Q. Was there any disposition to cut the hearing short or to cut your question short? A. The company wouldn't answer some questions, and after awhile the president wouldn't let me ask any more—a suggestion, it wasn't absolutely a refusal—but I stopped on the suggestion. I think the record shows that. It was published. I cannot remember some of the questions that I asked and some of the answers that I received, not word for word, Mr. Moss. Mr. Lauterbach had a stenographer at that hearing, and I asked him in vain for a copy of the stenographer's minutes. He would not furnish it to me. Perhaps he would give it to you. That will be of service. The minutes, the official minutes of the meeting are very meagre. They do not contain much.

Q. And they appear on substantially one page of typewritten paper which I put in evidence at this point:

“The board of public improvements of the city of New York held a special meeting at the office of the board, No. 346 Broadway, on June 14, 1898, at 2 o'clock p. m., pursuant to notice.

“The roll was called and the following members were present and answered to their names:

“The comptroller, the corporation counsel, the commissioner of water supply, the commisisoner of highways, the commissioner of street cleaning, the commissioner of sewers, the commissioner of public buildings, lighting and supplies, the commissioner of bridges, the president of the borough of Manhattan, the president of the borough of the Bronx, the president of the borough

of Brooklyn, the president of the borough of Queens and the president of the board.

"The president stated that the meeting was held in accordance with the resolution adopted by the board on June 1st, for the purpose of giving the Ramapo water company an opportunity to present their argument relative to an increased supply of water to the city.

"Mr. Silas B. Dutcher, representing the Ramapo water company, opened the hearing and introduced Mr. G. Waldo Smith, president of the Wholesale grocers' association, who appeared on behalf of the New York board of trade and transportation.

"Mr. Smith was followed by Mr. F. E. Nostrand, engineer of the Ramapo water company; Mr. H. C. M. Ingraham and Mr. Lauterbach, the counsel for the company; Mr. Jenkins, on behalf of the Ramapo water company; John H. Washburn, vice-president of the Home insurance company, who represented the New York board of fire underwriters; Mr. Elijah R. Kennedy, of the borough of Brooklyn, and Mr. George A. Stanton, general manager of the Washington assurance company.

"After hearing Mr. Stanton, the president stated that as the hour was so late, he would request any other gentlemen who desired to be heard in the matter to submit their views in writing for the consideration of the board.

"Papers were submitted by the Brooklyn real estate exchange and Samuel McElroy, civil engineer, and the hearing was closed."

It was stated to me that Mr. Ingraham made some representations. You asked Mr. Ingraham, I think, what was the capital stock of the company. Do you remember what he replied? A. I think he stated the amount in the certificate, two and one-half millions, I believe. I asked him how much had been issued. His answer was, I understood, as I remember, all of it had been issued. I don't know as I asked him cash, but I asked if it was all paid for and I understood it was.

Q. Did he say it positively, or that he understood it was? A. I can't tell you. Mr. Lauterbach's stenographic report will tell that exactly. I asked Mr. Dutcher what rights the company had, and followed on just the line you asked Mr. Dutcher this morning. The net result of the information I got was that they apparently had no property except upon the line of water rights and some-

thing in the way of surveying and engineers' reports. They had no pipes, no construction, no machinery, no reservoirs. They admitted they had no pipes laid. Oh, yes, I think Mr. Shea asked something on those matters, too. I think Engineer Birdsall was present.

Q. And did he not say at that meeting that proper storage to receive the waste water would provide all that the people needed? A. Mr. Birdsall there at that time or subsequently did make an oral report to the board in which he dwelt upon the large waste over the dam, the Croton dam and if there were proper storage facilities a very much larger amount of water would be at the service of the city than now. I asked so particularly about the question whether the stock had been paid in because it was a common report in Brooklyn for years that the stock had been turned around and given to anybody that they thought had any influence to help them.

Q. And has it not been common report and rumor that a large amount had been offered to one prominent man to take the presidency of the company? A. I had been so informed, and I have given you the name of the man and you may call him.

Q. The man to whom the money was offered? A. No money, but \$50,000 worth of stock was offered to him some ten years ago, if he would take the presidency of the company. I have no doubt of that. I have it from his own lips, and I believe the offer was made by Mr Lamont.

The Chairman—Pardon me a moment. Does the record of the meeting show who attended the meeting—who were present?

Mr. Moss—Yes, sir.

The Witness—I would like to tell you something of the subsequent history of the matter until I went away. Nothing was done after that hearing, and along early this spring, on April 19th, I introduced some resolutions into the board which, for a preamble, quoted from the platform of the Democratic party at the last election of this State directing the secretary to inform the Ramapo company that we had no use for any contract with them. That resolution was laid on the table. I then offered

an alternative resolution, which you will find in the minutes of the board, which was unanimously adopted, which called upon the water department to furnish a report of the alleged defects in the city's system, and of what steps might be taken to remedy these defects without making a contract with the Ramapo company, and also called upon him to report a scheme for the acquisition of all these water companies in the city of New York by condemnation or purchase, or if that was not advisable, by extending the main end of the territory from which these companies were supplied. Frequently after that time I called for that report, but so far as I know there never has been any such report. I was informed by Mr. Birdsall it would cost a hundred thousand dollars to make that report, and I know nothing of any such report unless the argument furnished upon this contract may be called such. I do not so consider them.

Q. I have here the resolution you offered. I refer to an extract in the minutes of April 19th? A. Yes, the first resolution was the one laid over until the next week, and then laid over again, and the second resolution was the resolution that was adopted.

Q. Without reading this, the first resolution, the one laid on the table and not brought up again, not passed upon, recited that all proper municipal functions should be exercised by the municipality itself, and not delegated to others? A. Yes, sir; from the platform of the party.

Q. The resolution unanimously adopted was for an investigation of the water supply and presenting of a report on methods by which the city might own its own supply. The resolution laying Mr. Grout's first resolution on the table was passed by the same division in the board that has marked all of these books? A. I had an impression it was passed with no one against it except myself.

Q. Three against it. A. Oh, yes.

Mr. Moss—Mr. Chairman, you asked the persons present at the hearing. They were, according to the minutes, the commissioners, Mr. Dutcher, Mr. Nostrand, the engineer; Mr. Ingraham, Mr. Lauterbach, Mr. Jenkins, on behalf of the water company;

Mr. Washburn, vice-president of the Home insurance company, who represented the New York board of fire underwriters; Mr. Kennedy, of the borough of Brooklyn, and Mr. George N. Stanton, manager of the Washington assurance company.

The Chairman—Were all members of the city departments present?

Mr. Moss—The comptroller, the corporation counsel, commissioner of water supply——

The Witness—Was the corporation counsel there?

Mr. Moss—He was there; commissioner of highways, the commissioner of street cleaning, the commissioner of sewers, the commissioner of public buildings, lighting and supplies, the commissioner of bridges, the president of the borough of Manhattan, the president of the borough of the Bronx, the president of the borough of Brooklyn, the president of the borough of Queens and the president of the board.

The Witness—Was Mr. Whalen there personally?

Mr. Holahan—The assistant corporation counsel, Mr. ——

Mr. Ingraham—Let me see, Mr. Whalen was there and I spoke to him personally.

The Witness—Then that is the only meeting he ever attended personally.

Mr. Moss—Let us understand that. That is the only meeting that you recollect where the corporation counsel personally attended a meeting of the board of public improvements?

The Witness—If he was there personally, as Mr. Ingraham says; it has been his practice to send an assistant.

Q. Wasn't there a resolution passed in the board at one time to notify the Ramapo company that its proposition would not be accepted? A. No. That is my resolution which was laid on the table.

Q. Wasn't there such a resolution as that adopted at one time? I have received some information to that effect but I have not yet verified it. A. Before the resolution was passed which fixed the hearing in June there were at least two, and I think three, resolutions introduced by the commissioner of water supply, to accord them a hearing, which were defeated, and then finally the resolution which you have here this morning was passed, which gave them a hearing.

Q. Then there were three unsuccessful efforts to get a hearing? A. Yes, sir; there was at least two resolutions, and I think three, to give them a hearing, which were defeated.

Mr. Dalton—Does that appear in the minutes?

The Witness—I don't know whether it appears in the minutes, but it was so.

AFTERNOON SESSION, 2.15 O'CLOCK P. M.

The committee met pursuant to adjournment.

Present: The Chairman and Assemblymen Fallows, McEwen and Costello.

Mr. Moss—I asked Mr. Grout if he could remember any resolution having been passed by the board of public improvements notifying the water companies that they would not be expected to furnish any supply. He could not recall it. Since our adjournment I have found the resolution. It is in the minutes of May, 1898, as supplied by Mr. Holahan:

“The commissioner of water supply called attention to the fact that communications from the Ramapo and the Westchester water companies had been received by the board and referred to his department. Both companies had courteously requested that they should be granted a hearing. He could see no objection to granting this request, and therefore moved that a day be fixed for such hearing. President Holahan suggested that Wednesday, June 1st, be designated.

“ President of the borough of Brooklyn opposed the motion and offered as a substitute: ‘ That the secretary of the board communicate with the different companies, stating that there is no prospect of the city requiring any additional water from water companies at present.’

“ Which was adopted.

“ Adjourned.

“ Attest: JOHN H. MOONEY, Secretary.”

That is in response to the inquiry of the Westchester and the Ramapo companies.

Mr. Stuyvesant Fish has sent a letter which I think I showed to you.

The Chairman—Yes, I saw it.

Mr. Moss—He asks that it go on the record, and I suppose we should accord him that privilege.

The Chairman—Yes.

Mr. Moss—It is simply to the effect that the Illinois Central railroad company, which he represents as president, never had any dealings with Mr. Platt or his firm. One of these questions was asked yesterday, and the railroad company desires to have it put on the record in that way.

The following is a copy of the letter:

“ ILLINOIS CENTRAL RAILROAD COMPANY, 214 BROADWAY,

“ NEW YORK, *September 14, 1899.*

“ HON. FRANK MOSS, *Counsel for Committee, etc.:*

Dear Sir—Being informed that Mr. F. H. Platt, a witness before the so-called Mazet committee, for which you are counsel, had been yesterday asked whether he had represented the Illinois Central railroad company in the matter of the Krum banking law, permit me to say that the Illinois Central railroad company has had no dealings with Mr. Platt or his firm; that it had nothing to do with drafting or the passage of that bill, and that

it has not paid or promised a dollar of money or any other consideration for any matter or thing connected therewith.

“Pray be kind enough to own receipt of this letter and to lay it before the committee.

“Very respectfully,

“STUYVESANT FISH,

“*President.*

“P. S.—To make sure of this letter reaching you promptly a duplicate has been sent to your office, No. 93 Nassau street.”

GEORGE M. PINNEY, JR., being duly sworn, testified as follows:

Examined by Mr. Moss:

I was secretary of the charter commission; I am familiar with section 471 of the charter; I have read the section since this matter has been referred to; I perhaps can state it approximately, substantially, as to the draughtsmanship of that as Mr. DeWitt, who was a member of the commission, did this morning. As Mr. DeWitt has stated, the plan of subdividing the public work and of having a board of public improvements was first suggested by Mr. Low at a meeting of the committee on drafting, after we assembled in the latter part of 1896, and after Mr. DeWitt, assisted by Mr. Dean, had prepared what is commonly known as the Long Beach draft. As Mr. Low made the suggestion, the committee on draft referred the matter to him. We also gave him the power of securing such legal assistance as he might require in drafting this chapter of the charter. Mr. Low employed, in the first instance, Mr. Almet F. Jenks, formerly corporation counsel of the city of Brooklyn, and now a justice of the Supreme Court. The matter of the chapter was first drafted by those two gentlemen in common. During the first two weeks of January, 1897, after the committee on draft had reported the form of charter to the full commission, we had a number of public hearings, lasting some two weeks, to which every one was invited. The chapter as it was finally submitted by the commission to the Legislature was revised in the

office of the corporation counsel of the city of New York, the Hon. Francis M. Scott, and the chapter as drawn still continued to be under the special supervision of Mr. Low.

Q. Can you state in a general way what duties General Tracy undertook or perform?

The Witness—With reference to the whole work or to that?

Mr. Moss—To that chapter.

The Witness—General Tracy had absolutely nothing to with drafting any provision of that chapter. In fact, he did absolutely nothing with reference to drafting any section of the charter. General Tracy presided at all the meetings of the commission. He was a member of the committee on draft and took a very active part in all the discussions of the commission with reference to the general lines and leading features of the charter; but the actual work of drafting was not done at all by him. Mr. Dutcher had nothing to do with that chapter or with section 471, absolutely nothing. Mr. Dutcher was not a member of the committee on draft. He was a member of the commission, and after the committee on draft reported to the full commission Mr. Dutcher took a very active part in the discussions relating to the chapter on education. But he had nothing to do with and took no part with reference to the drafting of chapter 10 or any of its sections. There were no suggestions made by either Mr. Dutcher or Mr. Tracy in those portions of the chapter dealing with water supply. I am very confident that there was not. As I say, the chapter was specially under the supervision of Mr. Low, and as it was finally submitted to the Legislature by the commission it had been revised and gone over carefully by Mr. Scott, who was then the corporation counsel of the city of New York, the former city of New York. Mr. Gilroy had nothing specially to do with that chapter. It was not one of the chapters that was specially committed to Mr. Gilroy. I do not recollect any discussions upon that chapter or upon water supply in which Mr. Gilroy took any part. We had discussion in the committee on draft and in the commission touching the general plan outlined in that chapter of the charter. Of course it made a

departure with reference to the public work of the city. The idea was not original with Mr. Low, but it was suggested by certain articles that were brought to his attention in regard to the charter of the city of St. Louis. The general plan of subdividing the public work of the city into those various departments and then calling them together as a board of public improvements was suggested by the charter of that city; and the aim of the committee on draft and of the commissioners was to put that plan into operation and to make applicable, so far as we could, all existing laws relating to the city of New York as it had previously existed. The commission followed very closely in every way that it could the former consolidation act of the city.

HUGH McLAUGHLIN, being duly sworn, testified as follows:

Examined by Mr. Moss:

I am a resident of the borough of Brooklyn and have been for many years.

Q. And have taken a prominent part in politics over there, have you? A. Some people say so.

Q. You have been looked upon as the adviser of one of the political divisions in that borough? A. Not entirely so.

Q. To some extent? A. Well, I have had friends ask me questions and I have answered them.

Q. And prior to consolidation more so? A. No, sir.

Q. You have been the leader of the Democracy in the county of Kings for some years, have you not? A. No, sir; I have never said I was.

Mr. Moss—No, I undersand that; and I appreciate your reluctance to speak of yourself. I only ask it because I thought it important that your residence and general position in that county should be understood. I do not ask it of you in any offensive way. As a gentleman interesting himself in Democratic politics in Kings, you have gentlemen that you associate with and consult, have you not? A. Yes, sir; I know Mr. Shevlin, for instance. I know Mr. Coler; I know Mr. Shea.

Q. Those gentlemen have been associated with you in the politics of Kings county for some time, have they not? A. No, sir. They are Democrats in Kings county, the same as I am.

Q. And you have talked over political matters with them in the past, have you not? A. Not very lately, to much extent.

Q. But prior to lately? A. When I was younger than I am now. I do not know whether Mr Shevlin went to Saratoga recently to meet Mr. Carroll. I do not know whether he met Mr. Carroll or Mr. Croker recently. I have not been asked to meet Mr. Croker or to meet any prominent person in politics since this Ramapo deal was up.

Q. Have any offers or requests been made that any of the Brooklyn Democrats with whom you are acquainted should meet any of the New York Democrats to discuss that subject? A. Not to my knowledge.

Q. It is said that since the Ramapo business began to engross public attention, and since your associates made their first attack upon it—I am speaking now particularly about the comptroller, whom we respect very much—since that time it is said that you or your friends have patched up a truce with Mr. Croker and his friends over here, so that they will not be interfered with in the Ramapo matter, do you know of any such truce as that?

The Witness—Do you simply say that this has been said?

Mr. Moss—Yes, substantially stated in the public press and stated in such a way that it must be——

The Witness—I have not seen it and I know nothing about it. I never heard of it.

Q. You never heard of such a thing? A. No, sir.

Q. Have you been in accord with the action of the comptroller in this matter? Do you believe it was the right action? A. I don't know that it makes any difference what my opinion is.

Mr. Moss—Not at all, only please to understand that my principal object in discussing this thing with you is to get the views of an old and prominent citizen of Brooklyn on matters which affect the entire city, but where the excuse is offered that Brooklyn

needs it and wants it. They say that Brooklyn needs the Ramapo and wants it; that is one of the reasons for calling you here. There is no one in Brooklyn who knows these things better than you do, and so, for the purpose of judging of the comptroller's action and his opposition to this thing, we would like to know whether you, as an old citizen of Brooklyn, believe that his position is the proper position to take. That is, to oppose this plan?

The Witness—I might have my own opinions about such things and no particular desire to give expression to them.

Q. Is that the case? You do not desire to express them? Is that it?

The Witness—My own opinion?

Mr. Moss—Yes.

The Witness—No, sir; I do not desire to express an opinion.

Q. Then I would like to ask you if you can give us your judgment as a citizen of Brooklyn whether Brooklyn needs the Ramapo contract for its relief? That is one of the things we are trying to find out? A. I could only answer that in one way.

Q. What is that? A. If all the gentlemen here present were engineers—you do not want this for an opinion—I haven't knowledge enough of the matter and I am not an engineer. I do not give my attention to such matters.

Q. Do you believe that the city should own its own water plant? A. I have never given it any consideration yet.

Q. Do you know whether the Brooklyn Democracy is opposed to the proposition to commit the city to a forty-year contract? A. I supposed that matter was settled.

Q. How? A. By the action of the proper boards over here.

Mr. Moss—Oh, no; the board has simply been enjoined, and it is an open question now. The injunction may be dissolved at any moment, and the board may go on and make that contract, and while this matter is pending we are trying to get the knowledge and the opinions of persons, some of whom have experience

as engineers and others of whom know the people and know what they need; others of whom know the city and know what is the proper course for the city to take. Now, we would like to know what attitude the Brooklyn Democracy takes upon this great subject of departing from municipal ownership and committing the city to a contract with a private company for forty years?

The Witness—I haven't given the matter very much attention myself. I am not familiar with the Ramapo water matter and I have not been consulted very much. I have not been very well for some months and I have been away all the time this matter has been agitated, and I am not as competent to speak on matters of that kind as people who are right in the city.

Q. You have an opinion, have you not? A. Well, I don't know. I don't care to express a personal opinion on that question.

Q. We would like to have it, if you feel free to express it. We think it would be very valuable. A. I am not aware of that.

Q. We think so. We will be anxious to consider your opinion as one of great value? A. I am not in political life and have not been for twenty-five years.

Q. Leaving outside the question of politics, there is the question of expediency? A. I have just told you that. I have not been for twenty-five years. The men who represent the party in Brooklyn, and office holders, are acting under oath to perform their duties, and what they do is satisfactory to me, unless there is an agitation brought about.

Q. Do you understand that the gentlemen representing the borough of Brooklyn in the board of public improvements, Mr. Shea and Mr. Kane and the comptroller, have represented the views of Brooklyn, so that there is no opposition in Brooklyn to the position they have taken? A. I have not read the press. My own opinion about it has been kept pretty quiet to myself, or nearly so, and these people are more familiar with the sentiment of Brooklyn people than I am—the people generally. Maybe they get their views from the public press. I don't know.

Q. Have you seen the comptroller since this matter came up in the board of public improvements? A. Yes, sir.

Q. Have you talked about it with him? A. Really, I think not.

Q. The subject did not come up in conversation between you? A. I don't think so. It might have come, at that. I would not want to swear positively, but my impression is it has not.

Q. Was there a request made for you to meet Mr. Croker or to have some representative meet Mr. Croker to discuss this matter? A. No, sir.

Q. Have you talked with Commissioner Shea upon this subject since the contract came up in the board of public improvements? A. Yes, sir; I think I have.

Q. What conversation did you have with Mr. Shea? A. Oh, I don't remember. I have no objection to telling, if it came to my mind.

Q. The comptroller said in the meeting at Cooper Union that he was warned about two days before the meeting of the board of public improvements, by Commissioner Shea, that this matter was coming up. Did you have any conversation with Mr. Shea two days or more before the meeting? A. My impression is not. I think it was about a week afterwards. I was at Long Island. I was out seventy-five or eighty miles from Brooklyn.

Q. Did you have any information that this matter was coming up before the board of public improvements? A. I think not.

Q. In your conversation with Mr. Shea did you talk about the Ramapo proposition?

The Witness—As to the action of the board?

Mr. Moss—Yes.

The Witness—Well, I may have. I didn't introduce the subject. He may have introduced the subject and I may have answered yes or no, as the case may be. I have forgotten now.

Q. Did you support his position? A. I don't think he asked me for my support.

Q. Did he ask you for your opinion? A. No; my impression is not,

Q. Did you give him your opinion? A. We had a conversation. Whatever inference he may have drawn from that I do not know.

Q. Did you tell him in form or in substance that he had done wrong in opposing the Ramapo contract? A. He is a younger man than I, and probably remembers that. If he has not been on the stand probably he will be. Whatever he says about it I will agree to.

Q. I would like to have you tell us. Did you tell him he had done wrong in opposing the Ramapo contract?

The Witness—In opposing?

Mr. Moss—Yes; he voted against it, you know.

The Witness—I know, but I think it must have been a week afterwards when I saw him.

Q. Did you tell him he had done wrong in voting against it? A. I don't remember the conversation. The chances are I did not tell him that.

Q. The chances are you did not tell him so? A. Yes, sir.

Q. How long have you known Mr. Shea? A. I can't remember. Since he was a child, I guess.

Q. Have you had close relations with him, friendly relations with him, since that time—since his childhood? A. Yes, sir; I think so.

Q. Did you or did your friends suggest him as one of the commissioners in the new city government? A. I should think so, with others.

Q. You suggested him, for one. And did you also suggest Commissioner Kane? A. Yes, with others.

Q. How long have you known Mr. Shevlin? A. Since he was a child.

Q. And your relations have continued with him since that time? A. I think so; yes, sir.

Q. Intimate friendship? A. I don't understand the meaning of the word friendship.

Q. Intimacy, then; intimate acquaintance? A. I have known him a great while.

Q. Do you remember that as far back as 1887 the Ramapo company offered to supply water to Brooklyn? A. I haven't the slightest recollection of it.

Q. Do you remember that the Ramapo company at any prior time to 1888 offered to supply water? A. I never knew anything at all about the Ramapo company, no more than a man in Europe.

Q. You never heard of it before? A. Oh, yes; I have heard of it in the papers.

Mr. Moss—I mean prior to this time.

The Witness—No. There was no agitation in the matter that I knew about. In all this controversy I lived in the country and knew nothing about it.

Q. Have you owned stock in the Long Island water company? A. I am a private citizen of Brooklyn; and if owning stock in the Long Island company or any other company is a crime——

Mr. Moss—Oh, not at all. I am not viewing it in that light.

The Witness—I am not in politics. I hold no office and have not for twenty-five years, and I decline to answer any question relating to any personal property I may own, or stocks that I may own.

Q. Then do you decline to answer the question whether you have owned any stock in the Long Island water company? A. Yes, sir.

Q. I will ask you the question, do you own any now? A. I decline to answer.

Q. You decline to answer that? A. Yes, sir.

Q. Do not you and associates of yours own the majority of the stock of the Long Island water company? A. I don't understand there is any stock of the Long Island water company.

Q. Was there none? A. I don't understand there was.

Q. How was it owned? What way? A. What was owned was worth nothing.

Q. What was the evidence of ownership? Was it not stock? A. No, sir.

Q. What was it? A. There was a committee appointed that declared there was no stock.

Q. What had the people who were interested in the Long Island water company to show for their rights in it? A. They had nothing, according to the report of the commission.

Mr. Moss—But prior to the commission?

The Witness—I presume the commission settled that question. They may have thought they owned it. The commission said not.

Q. The commission simply decided the value of the plant and fixed the amount at which the city of Brooklyn might condemn it and buy it in. The Long Island water company did issue what it called stock, did it not? A. And the commission declared there was no stock.

Q. But the paper was issued; the paper called stock was issued, was it not? A. Well, I don't care to argue that question with you. You may be more familiar with it than I am.

Q. Oh, of course. You had some of that paper called stock, and which you supposed was the stock of the Long Island water company, had you not? A. I decline to answer.

Q. And some of your associates had it, had they not? Your friends?

The Witness—I don't understand what you mean by my associates.

Mr. Moss—The persons with whom you were acquainted?

A. I decline to answer.

Q. You and your friends had a majority of that which was supposed to be the stock of the Long Island water company, had you not? A. If you know that we had, what is the use of arguing it with you?

Mr. Moss—I am asking you if it was not so.

The Witness—I decline to answer.

Q. Who were the officers of the company? A. I don't know.

Mr. Moss—The reason I am asking you these questions is that it has been distinctly stated in an important article in one of the papers that the interests of yourself and some others in the Long Island water company had a great deal to do with the opposition of the Brooklyn commissioners to the Ramapo water company, and as these statements have been made in public, and your name has been mentioned in them, and in a desire to get all the facts out, I am asking you these questions. With that statement, do you still maintain your declination to answer those questions?

The Witness—I didn't get your last statement there.

The Stenographer (reading)—“And in a desire to get all the facts out, I am asking you these questions. With that statement, do you still maintain your declination to answer those questions?”

The Witness—That is not what I refer to.

Q. Now, in view of those facts, do you still desire to continue your declining to answer about the stock? A. No, except I have told you the Ramapo business was acted on a week before I knew it, and I can't understand why that should control the action of the Brooklyn people.

Mr. Moss—No; but the statement is that the Brooklyn people were interested all the time in the Long Island water company, and it was for that reason, on account of that, at any rate, that they opposed the Ramapo business.

The Witness—I knew nothing about the Ramapo business until a week after the settlement; and these men hadn't any idea whether I had any stock in any company. They had nothing to do with it at all. No connection with it whatever. If the newspapers say that, I cannot be responsible for it.

Mr. Moss—Of course not; but at the same time it is fair to you, as a public citizen, to give you an opportunity to deny this article, which was evidently written with great care and stated to be written on authority. Let me, without taking too much

time, or trying you too far, give you the substance of what this article says. It says that you and your friends were the practical owners of the Long Island water company; that you had endeavored to dispose of that company to the city of Brooklyn for about a million and a half in money and that by the commission it was decided that the real value was about \$570,000, at which sum you would have to sell to the city of Brooklyn, now the city of New York; and that the delay in the approval of the bonds, \$570,000 was occasioned by the action of the Brooklyn councilmen, who were acting in accordance with your interests and the interest of your friends, and that you desired to secure the co-operation of the Democrats in New York to stave off that \$570,000 bond issue, and that when they would not do that you then caused your Brooklyn friends to break down or try to break down the Ramapo contract in which you supposed Mr. Croker and his friends were interested. I think I have summarized this statement, which appeared in detail in one of the prominent papers. Now, I ask you, in view of that, have you anything to say?

The Witness—Except that I and my friends knew nothing about the Ramapo project.

Q. But did you and your friends own what was supposed to be the stock of the Long Island water company? A. I decline to answer.

Q. Was the action of the Brooklyn members of the assembly, in declining to vote on the \$570,000 bond issue, an action taken in conformity with the wishes and interests of yourself and your friends in the Long Island water company? A. Not to my knowledge. I think there were other bonds held up as well.

Q. I know there were; but I am asking you about that particular thing. Were there any propositions made by you, by any of your friends, by any of your acquaintances, to gentlemen in politics in this borough, that they should not push the \$570,000 bond issue through? A. Really, I don't get the whole of that.

Mr. Moss—I will try to put that in a little different shape. It is said that as the Long Island water company had a valuable

contract with the city, which it would have to lose by giving it up to the city for \$570,000, you and your friends asked or suggested to the Democrats in this county that they should not urge the buying of the Long Island water company, the issuing of the bonds for that purpose, but that your company stay as it was. Do you know anything about that?

The Witness—Not especially, no, sir.

Q. Do you know anything generally about it? A. Yes, I know there was objections made by the people who owned an interest in the Long Island company. They objected to being robbed out of two millions and a half of dollars. They contend that the Long Island water supply is worth \$3,000,000, and the commission gave it \$570,000—the people interested in it.

Q. Yes, the people interested in the Long Island water company felt that that order of the court or the commissioners, that they must part with it for \$570,000, was not fair. Did they endeavor, in an honorable way, to get the gentlemen who had the votes on those matters to hold it off? A. No, I guess there was a lot of bond issues held up together. I don't know the object of it.

Q. The gentlemen who felt, as you say, that they were going to be robbed of \$2,000,000—what did they do? A. I said that was the general report, the general impression.

Q. What did those gentlemen do to protect themselves and prevent this robbery? A. Some of them are dead. I don't know what the others did.

Q. What did you do? A. I decline to answer.

Q. Why do you decline to answer? A. Because I am a private citizen and I don't think it is anybody's business; and as I said before, if I have committed any crime in any transaction, a judicial court—

Q. That is true; no one is insinuating, and far be it from me to insinuate anything like a crime against you. I am simply asking what steps you took to protect yourself against this unjust decision; and I do not imply that you did anything that anyone should call into question? A. I haven't specially designated it as an unjust decision. I said an impression.

Q. What did you do against that? A. I decline to answer.

Q. Did you do anything to protect yourself against that unjust decision? A. Nothing that an honorable, honest man would not be justified in doing.

Q. That is true; but will you tell us what it was? A. No.

Q. For the same reason, I suppose? A. Yes, sir.

Q. In order to protect yourself from this unjust decision did you not request that the ordinance or resolution authorizing the bonds be not pushed?

The Witness—Be not pushed?

Mr. Moss—Yes; that it be not passed? A. I can't say that I did.

Q. But did you? You see if the assembly ordered the bonds, then your company was swallowed up for \$570,000. If they did not order the bonds you still held your company, with its income of some thousands of dollars under this contract with the city. The longer that resolution was kept back the longer you will be drawing your income under the contract. Now, did you not request, in a perfectly honorable and upright way, that the resolution be not pushed?

The Witness—Be not pushed where?

Mr. Moss—In the municipal assembly? A. I decline to answer.

Q. But it was pushed, and proceedings in court were taken to compel the municipal assembly to order those bonds. Do you remember that? A. Well, I think I do.

Q. The Brooklyn assemblymen who had set out against those bonds were compelled by the mandamus proceedings to vote for them. Do you remember that? A. I think I do remember it.

Q. That completed the judicial steal of \$2,000,000 from the people that were interested in the Long Island water company, did it not? A. I don't care to argue that question with you.

Q. No, of course not; but that is the position. As long as those bonds were issued, the company, which was worth two

million and a half or three million dollars, had to go for \$570,000, and that ended it. Now, did you not hear that the Tammany organization in New York city has become interested in Ramapo? Did you not hear that? A. From comment here a few weeks ago.

Q. From ordinary comment you understand that the Tammany organization was interested in Ramapo? A. No, I don't know about that. No, I haven't heard about that. I didn't say the Tammany organization was interested in it.

Q. Men who are prominent in the Tammany organization were interested in Ramapo? A. No, I haven't heard that. I have simply heard of the officeholders who voted at some of the meetings within a week or two.

Q. Yes; but did you not understand that Mr. Croker was interested in Ramapo? A. No, sir.

Q. Did you not understand that Mr. Freedman was? A. I don't know him at all.

Q. Or Mr. Carroll? They have not got on your side of the river yet? A. No, sir.

Q. Who was it that you understood were interested in the Ramapo project? A. I don't know that I understood that anybody was.

Q. How did it come that your Brooklyn commissioners and officials were the ones to oppose the Ramapo contract? A. You will have to ask them. I don't know.

Q. The opposition came from Commissioners Shea and Kane particularly, did it not? A. No, sir.

Q. From Commissioner Shea? A. Yes, sir.

Q. From Commissioner Shea principally? A. No, I don't know that. I understood Commissioner Shea and Comptroller Coler.

Q. It came from them? And the opposition was almost entirely of Brooklyn. That is, it was that part of the Democratic party which did not belong to the organization of Tammany Hall. Was that not it? A. No, sir; I don't know that it was a party measure at all, good, bad or indifferent.

Q. I am not speaking of it as a party measure, but I say the members of the board of public improvements who did not belong to the Tammany organization were the men who opposed

the Ramapo contract, were they not? A. Well, I take your word for it. I don't know anything about it. I haven't consulted them about it or they me.

Q. Can you tell us how it came that that opposition was mainly from Brooklyn? A. I cannot.

Q. Was it not because the Brooklyn Democrats were standing more truly upon the party principle of municipal ownership? Was that the reason? A. They will have to tell you that, I cannot. I suppose there is a difference of opinion.

Q. Pardon me for asking you these questions, because by general reputation you are considered to be a very prominent man among Democrats in Brooklyn— A. (interrupting) And the same among the Republicans.

Q. And very much respected by Republicans, too? A. Yes, sir.

Q. I will say that. Did you have any conversation with Commissioner Shea before his opposition to the Ramapo contract? A. I think not.

Q. Was Commissioner Shea interested with you in the Long Island water company? A. I haven't said, I think, that I was interested in the Long Island water company.

Q. Was he?

The Witness—Was who?

Mr. Moss—Commissioner Shea?

The Witness—How interested?

Mr. Moss—Interested in the water company. Did he have any of that which was supposed to be stock? A. Ask him. He is here somewhere. I don't know anything about it.

Q. If you do not know, say so, and that ends it. Will you say whether you know about James Shevlin going to Mr. Croker or to representatives of Mr. Croker several months ago and talking about the Long Island water supply company?

The Witness—Do I know?

Mr. Moss—Yes. A. No, sir; I think not.

Mr. Moss—Is Mr. Shevlin here?

The Witness—No, sir; he is in Saratoga.

Mr. Moss—We had a subpoena out for him and I did not know whether we had found him or not.

The Witness—If you telegraph him he will come down.

Q. Well, there is plenty of time. When did he go to Saratoga?

A. I think along about the 8th or 10th of July. I don't know exactly when.

Q. Was it not after the refusal by Mr. Croker or his friends to help out the Long Island water company that the Brooklyn members of the municipal assembly became obstructive of the bond issues? Was it not after that? A. Not to my knowledge. I don't think that the bond issues had anything at all to do with it.

Q. You desired very much to keep in possession of the Long Island water company and not have to sell it to the city for \$570,000, did you not? A. I haven't said—

Mr. Moss—I am asking you.

The Witness—You say I have.

Mr. Moss—I ask you if it is so?

The Witness—If what is so?

Mr. Moss—Did you not?

The Witness—Did I not what?

Mr. Moss—You desired very much to keep in possession of the Long Island water company and not to have to sell it to the city for \$570,000, did you not?

The Witness—I decline to answer.

Q. Has Mr. Shevlin been in Saratoga ever since the 8th or 10th of July? A. No, sir.

Q. He has been to Brooklyn since that time, has he not? A. Yes, sir.

Q. And you have seen him since that time? A. Yes, sir.

Q. Did he not report to you that he had talked with Mr. Carroll in Saratoga? A. No, sir.

Q. Have you not had communications from him while he was in Saratoga? A. None whatever.

Q. What? A. Not a syllable.

Q. Are you not aware of the fact that he met in Saratoga some representatives of Mr. Croker? A. I am not.

Q. Absolutely no communication between you and Mr. Shevlin on that point? A. Not a line or word.

Q. Did not Mr. Shevlin know your position and your desires sufficiently to attend to any such meeting as that without communicating with you? A. If I was to meet him I presume I would know. I presume if he did go he would send me word, and he has not done it, and therefore I may assume there has not been anything. He has been in Brooklyn for a week and gone back again.

Q. Have you not talked over the water business with Mr. Shevlin? Have you not talked to him upon that subject?

The Witness—Which water business?

Mr. Moss—The Long Island water business.

The Witness—You have got over to Long Island again. Nothing confidential.

Q. If it was not confidential, will you not tell us what it was? A. I decline to state what it was. I don't remember what it was.

Q. This was a very serious matter, having to part with a property worth \$3,000,000 for \$570,000. Did you not go at it in a practical way; did you not talk to Mr. Shevlin about it? A. No, I haven't talked to anybody scarcely about it. It was never impressed very strongly on my mind.

Q. Have you sent any communications to Mr. Shevlin through any other person? A. He only left here a week ago.

Q. Since he left here a week ago have you sent any communications? A. None before nor none since.

Q. No communications whatever? A. None whatever.

Q. Directly or indirectly? A. Directly nor indirectly.

Q. How do you know, then, that he will come here on the receipt of a telegram?

The Witness—Did I say I knew?

Mr. Moss—Yes.

The Witness—I did, eh?

Mr. Moss—You said he would come on the receipt of a telegram. How do you know that?

The Witness—Well, I don't know. If you send him one now he will get it to-morrow morning and probably he will be here. That is my opinion.

Q. Did you not have a consultation with Bridge Commissioner Shea at Jamesport? A. Yes, sir.

Q. That was before he began his attack on the Ramapo company? A. No, I think not.

Q. Mr. Shea is quoted several times in different newspapers as saying that he consulted Hugh McLaughlin at Jamesport before beginning his attack on the Ramapo water deal. Is that true? A. It is true that I told you some time ago that I didn't think I had spoken to Mr. Shea on the subject until a week after it was over. Now, if you have got me a week in advance, that I can't understand.

Q. I understand, but it is a question of what we mean by being over. It is not over yet. It is simply held up by an injunction. What was the conversation with Mr. Shea that you had at Jamesport? A. I don't remember. I remember the vote had been taken and decided, and that I think was the Saturday after the vote was taken. He called on me two or three times—three or four times—Saturdays.

Q. The vote that was taken was not a decisive vote, was it? A. He thought it was, I guess.

Q. I know; the vote that was taken was a tie vote, and it was upon a question of holding it over. The matter was pending

when an injunction was issued by the court and it stands just that way now. He thought the fight was won, did he? A. I don't think he said he thought so.

Mr. Moss—He thought it was over, you say?

The Witness—I didn't say that he thought it was over.

Mr. Moss—You said he thought it was a decisive vote.

The Witness—If I remember what he said the resolution was brought up in the committee and beaten there.

Mr. Moss—Yes, that was what Mr. Shea said. What else did he say?

The Witness—I don't remember.

Q. What did you say to him? A. I don't remember.

Q. Is it a fact, then, that at Jamesport, after that first vote was taken, Mr. Shea came and talked with you about the attack on the Ramapo plan? A. He paid me a visit, and in that visit that conversation came up, and he told the story. There is no law that compels me to kiss him for it or kick him for it, either one.

Q. Certainly not. How many times did you say he went to Jamesport? A. Four or five, or five or six times, I guess.

Q. In what space—in how many days? A. Saturdays, when he came up, I guess, and went home. He is just twenty miles above me, there. He came down in his yacht, sometimes, or in a yacht.

Q. Did not Mr. Shea tell you that he had learned that President Holohan had received orders from Mr. Carroll, in the absence of Mr. Croker, to jam the Ramapo matter through? A. No, sir.

Q. Did he not tell you something similar to that? A. I don't think he did.

Q. Was there anything said in that interview that intimated to you that the Ramapo business was going to be pushed through hurriedly? A. I had this impression about it—that they had a consultation, and the resolution was brought up without the full

knowledge of the members of the committee, or whatever it was, and it was voted down.

Q. Yes, that was the impression—the conversation—that the matter was brought up hurriedly, without proper time for consideration by the different members, and that it was voted down. Why did Mr. Shea stop at your place and tell you that? A. One of the reasons why he would stop at my place and tell me that was, I presume, that I did not go to his place to hear it. Mr. Shea had been in the habit of visiting and boarding at the same place I had. He had been up twenty miles further, and came down—him and his family—and came down in the boat. The family came sometimes in their boat. He did not come to tell me that. He came there to see me as a friend.

Q. It is further stated that Mr. McLaughlin advised that the Brooklyn members of the board of public improvements fight the Ramapo contract and defeat it, if possible. Did you give such advice as that?

The Witness—I have answered that question at least ten times.

Mr. Moss—I am giving it to you in a different form now.

The Witness—The first I knew of the Ramapo water contest—

Mr. Moss—That is not it. It is a simple question that you can answer with a yes or no. I have read to you the statement from the newspapers.

The Witness—I am giving you the fact on the witness stand.

Q. The fact that you advised the Brooklyn members of the board of public improvements to fight the Ramapo contract and defeat it, if possible. Did you so advise them? A. The Ramapo contract was beaten a week before I knew it.

Q. Did you advise them to keep up a fight? A. I could not advise them to keep up a fight if it was over.

Q. It is not over yet. Did you advise them to keep up the fight? A. I have not known or felt any other way than that the fight was over.

Q. Did you advise them to continue to antagonize the Ramapo plan? A. I don't understand you or you don't understand me; I don't know which.

Q. I know, but you can say yes or no to that. Your other answers leave still a little bit to be desired. A. My impression is that the first I knew of the contest of the Ramapo water works was a week after it was passed, or the Saturday after it was passed.

Q. Yes, but it has never got to a decisive point yet. Have you advised the Brooklyn members of the board of public improvements to continue to antagonize the Ramapo contract? A. I have thought in my mind that the matter was settled. I could not form an opinion on a question put to me that I can't understand thoroughly.

Q. Have you given them any advice to antagonize the Ramapo contract at any time? A. I supposed the Ramapo contract business was all settled.

Q. I will change the form of the question and make it much easier to answer. Have you at any time advised the Brooklyn members of the board of public improvements, or any of them, to oppose the Ramapo contract? A. I don't know and I don't believe there is any Ramapo contract to vote for.

Q. Have you advised——

The Witness—What is the use?

Mr. Moss—Because you can say yes or no to that, and when you do not say yes or no it leaves something to be desired.

The Witness—I may have had a conversation with the commissioners, but my memory is none of the best. I don't think I took any position, because I felt in my mind that the matter was settled, and I can't make any other answer to the question than that. It seems to me that is plain enough.

Q. But did you not convey to those commissioners your opposition to the Ramapo contract? Did you not show it to them? A. I have had no conversation with those gentlemen since that, and I can't understand how I would advise them on a thing that

their minds had already been made up on and their minds had already acted on.

Q. Did you tell them they had done a good thing? A. I had no definite conversation of that kind.

Q. Did you show them that you approved of what they had done? A. I neither showed them that I approved or disapproved of what they had done.

Q. Where was this conversation had?

The Witness—Which conversation?

Mr. Moss—That you speak of. You say you had a conversation with these Brooklyn Commissioners.

The Witness—I saw Mr. Shea to-day. I saw him this afternoon.

Q. No, but at this time—after that vote you have spoken of. Where was that? A. At Jamesport.

Q. Only Commissioner Shea? A. Yes, sir.

Q. Did Commissioner Shea tell you that it might be brought up again? A. I don't remember. I don't think he did. I think he told me it was beaten.

Q. But did you not know, and did you not realize and understand, that this Ramapo contract might be brought up again? A. I knew nothing at all about it. I was not troubling my head about the Ramapo. I knew nothing about the Ramapo.

Q. You knew it was beaten, you say? A. I did that day. He told me. I knew nothing about it—

Q. Had you had any conversation with the comptroller since the first vote? A. Yes, sir.

Q. Did you not speak about the Ramapo matter with the comptroller? A. No lengthy conversation. He may have made a remark, and I may have answered it, but I don't recollect it.

Q. What was that remark? What was the substance of it? A. I don't know. I have met Comptroller Coler half a dozen times.

Q. Did you tell him he had done wrong? A. No, sir.

Q. Mr. Shea made this statement: "The Brooklyn leader, Mr. McLaughlin, is fully informed about all these matters. The

course taken by Comptroller Coler and myself in fighting the Ramapo water steal will receive the approval of Mr. McLaughlin." Has it received your approval? A. I decline to answer.

Q. You decline to answer; why? A. Because it does not make any difference to me. It don't make any difference whether I oppose it or favor it.

Q. This statement is made: "Mr. Croker's refusal to help Mr. McLaughlin in the Long Island water matter will cost the Brooklyn politicians who own stock in that concern \$500,000. Mr. McLaughlin's revenge on Mr. Croker, and the hold-up of the Ramapo water contract will probably cost the Tammany politicians and the stockholders a contract to supply water to the city of New York valued at \$200,000." Is not that about the size of it?

The Witness—The size of what?

Mr. Moss—The size of the position; the situation. Is not that about the way it is now?

The Witness—Why do you ask me such questions? Because it is in the papers?

Mr. Moss—No; because I think you are qualified to answer the questions.

The Witness—What is the authority for that statement?

Mr. Moss—I am not giving you that as a statement on any authority. I am using that language and putting it in the form of a question. I ask you is not that about the way it stands now?

The Witness—No, sir; I don't know anything about it.

Q. You and your friends have lost the Long Island water company at \$570,000, when it was worth, as you think, \$3,000,000? Is not that true? A. No, sir.

Q. Why is it not true? A. Because I decline to answer the question.

Q. You decline to answer? A. I didn't say it cost three millions of dollars? I said the state of it was that two millions and a half was robbed out of the owners.

Q. Two millions and a half? A. Yes sir; about that.

Q. Is it not true that you and the other gentlemen interested in the Long Island water company—— A. (interrupting). I haven't said I was interested in it. I declined to answer the question.

Q. I know you did, and I am putting the question over again. Is it not true that you and the other gentlemen interested in the Long Island water company have been compelled and will be compelled by the action in the municipal assembly to take \$570,000 for property which is believed to be worth two and a half millions? A. I decline to answer.

Q. And is it not true that the opposition of the Brooklyn commissioners, who are your friends, has prevented those who are interested in the Ramapo contract from getting a contract through to supply 200,000,000 gallons of water to the city?

The Witness—What is the question again?

Q. And is it not true that the opposition of the Brooklyn commissioners, who are your friends, has prevented those who are interested in the Ramapo contract from getting a contract through to supply 200,000,000 gallons of water to the city? A. No, sir; it is not true.

Q. What else was it that prevented that contract from going through but the opposition of the Brooklyn members? A. I suppose the opposition of the Brooklyn members was because of their honest, conscientious views, and the carrying out of their oaths; and they could very well differ with the other gentlemen.

Q. We have believed in that and we are far from insinuating anything criminal or immoral in your position. Far from that. But the fact was that it was the vote of the Brooklyn members of the board of public improvements that prevented the Ramapo contract from going through, was it not? A. I presume the Brooklyn members would have thought they were violating their oaths if they did not do as they did, and the other men probably thought they would be violating their oaths.

Mr. Moss—I know, but——

The Witness—There is no use of attributing what we have done to a spirit of revenge.

Mr. Moss—I did not say that. I have not said that Mr. Coler or Mr. Kane or Mr. Shea were stockholders in the Long Island water company.

The Witness—No, but that they were friends of mine and they were getting satisfaction for some injury or supposed injury that had been done to me. They acted on their oaths, I presume, as the other gentlemen did.

Mr. Moss—Undoubtedly, and they have done what every decent man in that board of public improvements should have done. You and I believe that, do you not?

The Witness—No sir, I believe there are decent men in the board of public improvements.

Mr. Moss—But all right thinking men think they should have voted that way.

The Witness—No, that doesn't follow. Men could differ and be honest, both ways.

Mr. Moss—I am not speaking about honesty. I am speaking about a proper consideration of the city's interests. Do you not believe in municipal ownership of public works?

The Witness—I decline to answer.

Q. You decline to answer that? A. Yes, sir.

Q. Do you not believe that New York city should own all its own waterworks? A. I believe taxpayers might very easily differ on all these questions.

Mr. Moss—I am asking you what you believe.

The Witness—My belief about what?

Mr. Moss—Whether the city should own its own waterworks?

A. I believe this: When the city takes action one way or the other, it is subject to criticism, for good or bad, and until that is done no individual's opinion amounts to very much. On gen-

eral principles engineers and lawyers differ on matters of that kind.

Q. You do not care to give an opinion on that subject, do you?

A. I might convince you privately on the subject.

Q. Do you believe that it is a wise thing for the city to fix the price of water for forty years to come? A. I believe in office holders generally, as I believe in myself. I was an office holder for several years, and I acted under oath, and I believe I never heard any criticism of my official acts. And I believe other people are the same who hold office, until we find out different.

Q. Then are we to understand that if those people had let the Long Island water company alone you would not have had any opinion on the Ramapo contract?

The Witness—That I would not have any opinion if the Long Island—

Mr. Moss—If they had let the Long Island water company alone, would you not have had any opinion that you would be willing to express in public concerning the Ramapo contract for supplying the water at \$70 a million gallons for forty years, from a private company? A. I can't understand why you should make the connection.

Q. If you cannot understand, it does not make the question any the less intelligible. If they had let that company alone, would you then?

The Witness—If who would let the company alone?

Mr. Moss—The people who compelled the owners to part with it for \$570,000. If they had let that alone?

The Witness—One of these people—

Mr. Moss—Listen to me. If they had let that alone would you then have had any opinion upon the Ramapo proposition that you would have been willing to express in public? A. I can't tell what I would and what I would not do between now and next year, if I am alive and well. I have only got my thoughts for the time being.

Mr. Moss—Well, you have carefully and studiously and intelligently refrained from giving us any expression of opinion either on the Ramapo water contractor or upon the important points involved in the Ramapo water contract. And on account of the accusation that has been made concerning the Long Island water company I have given you the opportunity to express yourself clearly upon these matters. Do you still desire to refrain from expressing any opinion upon the merits of the Ramapo controversy?

The Witness—You gentlemen have looked into the Ramapo controversy and know all about it, and you must admit that there are some people in New York and Brooklyn who have never heard anything about it. I have never heard very much. I can't go beyond my knowledge.

Mr. Moss—Well, I cannot get you to express an opinion on that to-day?

The Witness—I can't understand why a man of my age, who has not been in public life or public service or public office for twenty-five years, should be brought into a committee and treated as I have been treated. I am not an office holder or office seeker, and not looking for anything.

Mr. Moss—You entirely misunderstand me. I have the greatest respect for you. Speaking for myself personally, and I think I represent also all the counsel and committee, we have looked upon what the Brooklyn gentlemen have done as one of the most signal public services that has ever been rendered to New York. This accusation which appeared in one of the newspapers which used your name struck me with a great deal of surprise, and I thought it my duty to you, and I think we have all felt it, to put you on the stand, and to hear you condemn the Ramapo contract and all that was implied in the Ramapo contract, and tell us that you own nothing in the Long Island water company and had no interest in this matter. That would have been just what I would expect any man to do for me. So I say again, it is for that purpose; and I give you still the opportunity. I am sorry we have had to have you here while you have been suffering from

illness, and I have only continued your examination because I supposed you would suffer as much at a future time. I give you again the opportunity to express the sentiments which I believe are in your mind, concerning this Ramapo steal, as you have been quoted, or somebody has quoted Commissioner Shea, as saying concerning the general proposition. Do you desire so to do? Do you desire to put yourself on record, you, one of the leading citizens of Brooklyn, in condemnation of this steal?

The Witness—I desire to say to the people at large and to this committee that the three gentlemen who represented Brooklyn voted, I presume, as their consciences dictated they ought to vote. If they did it conscientiously and did their duty conscientiously, they are entitled to credit, and no more than they were sworn to do their duty.

Mr. Moss—Now I ask you again, have you been the owner of stock in the Long Island water company?

The Witness—I decline to answer.

EDWARD LAUTERBACH, being duly sworn, testified as follows:

Examined by Mr. Moss:

I have been counsel to the Ramapo water company since about the end of the year 1894. Stockholders of the company who have been my personal clients, conferred with me about the affairs of the company, and subsequently General Tracy, who was then its president and counsel, asked me to associate myself with him as counsel to the company, which I did. The stockholder who first spoke to me about it was a gentleman named Lamont, Charles A. Lamont. He was the originator of my capacity as counsel for the water company.

Q. And there was not anybody who knew more about Ramapo when you went into it than Mr. Lamont, was there? A. I have gathered some information from him, yes, sir.

Q. At that time was the capital stock two and a half million dollars? A. Well, let me say on my own behalf and that of Mr. Ingraham, so that we may stand professionally correct—I desire to call the attention of the committee to section 835 of the code, which provides that an attorney and counselor-at-law shall not be allowed to disclose a communication made by his client to him, or his advice given thereon in the course of his professional employment, nor shall any clerk, stenographer, or other person employed by such attorney or counsel be allowed to disclose any such communication or advice given thereon. So that there is an expressed prohibition, as we understand it, against communicating to this committee any information that we have received in our capacity as counsel for the Ramapo company.

By the Chairman:

Q. Do you stand on that provision? A. Mr. Ingraham and I have conferred with the executive of the company; have explained to him that this committee is in session; that it is endeavoring to subserve a useful public service; that it is about examining into the legislation that was acquired in the interest of the Ramapo water company in 1895, with which I was connected; that it is also interested in examining into the features and methods which led up to the proposition by the board—to the submission, rather, of a contract to the board of municipal improvements, and that that is a matter of public importance; and that we desire as Republicans and as good citizens of the community, to afford to this committee and to its counsel whatever in the way of information upon those subjects may be pertinent; and we have asked the president of the company to accord to us permission to give testimony in those respects. That has been done; and I think it relieves us from the inhibition to that extent; and we will try to keep within a fair interpretation of that extension of our rights—or rather that withdrawal of the privilege that would otherwise exist, and to give such information as it may be fair and just that lawyers connected with a company should give, under the circumstances.

Mr. Moss—Then the reading of the section does not imply any objection to testifying?

The Witness—On the contrary, the reading of the section implies simply this: That we are witnesses who ordinarily would be deprived of the opportunity of giving testimony, but that we have sought by every means in our power to be enabled to do that which may be professional, decent and appropriate.

By Mr. Moss:

I am also a stockholder of the company.

Q. And all your knowledge of the company comes to you in the capacity of a stockholder? A. Not by any means.

Q. (continuing) As well as counsel? A. Everything I know concerning the company comes to me as counsel to the company.

Q. How do you separate yourself in that way? How can you tell where the line runs? A. Simply as a stockholder, I have never been put upon inquiry. As counsel I have been put upon a great many. I am not a director of the company in any capacity as stockholder.

The Chairman—As a stockholder, all this information is accessible to you?

The Witness—I have never sought any in that capacity.

Mr. Moss—You do not need to.

The Witness—While I am a stockholder, I am not a stockholder of record. I am the owner of a small block of stock which I received by way of compensation in 1896, I think it was, and which I have held from that time to this; and that is my stockholding interest. That stock I have never had recorded. I am not a stockholder of record. I am sure I do not know how much other stock there is outstanding that is not recorded in the company. How can I tell?

By the Chairman:

Q. Is your name on this list? A. No, sir; my name is not on the list.

Q. Then that would not be an accurate list of the stockholders? A. It would be an accurate list of the stockholders of record; as

accurate as the list of any corporation in the United States or elsewhere. There is any amount of stock that becomes negotiated, and that is not put upon record by the transferee. There is no corporation in the city of New York that can disclose its actual stockholders.

Mr. Moss:

Q. How much stock is represented on that list that you had? How much stock of the two and a half million appears on that list of stockholders that you offered to us yesterday? A. Two and a half million of dollars. It was all issued prior to 1888, as shown by its certificates, and issued in the names of parties at that time; and whatever certificates have been transferred in some instances——

Q. Then is the list that you handed us yesterday the list as it appears on the books of the company of 1888? A. The list as it appears in the stock ledger of the company on September—what date was yesterday—September 13th, 1899.

Q. You must, as counsel and as stockholder, have come across individuals owning stock of the company whose name is not on that list. Have you done so? A. I have not done so. I have made no inquiries upon that subject.

Q. Whose stock was it you received? In whose name was it? A. I don't know. I will send you the original certificates. I have them.

Q. Have you known of any stock of the company being handed from one person to another by way of transfer, without the passage of money? A. I have not.

Q. Have you had any information of such a transaction? A. I may say in my own case, that the two hundred and fifty shares of stock which I held, and have held since the date—since about the period I have mentioned—were paid to me for services rendered, and not as money. I know of no other stock negotiation of the Ramapo water company at that time, under any circumstances. I cannot state who were the original persons to whom the stock of the company was issued; the stock ledger will show that. I cannot state it from the list, because the list, as I stated, shows the condition of the stock ledger as of this date, and shows therefore all changes and transfers that have been officially made

from the original of the company down to the present time. It shows the result. It does not show all the transfers, but the result. I have gone to Albany at times when legislation was pending in which the company was interested. Judge Truax and I drew the amendment to the bill of 1895.

Q. The bill as introduced in 1895 restricted the field for the drawing of water to Ulster and Orange counties, did it not?

The Witness—Would you object to my making a full statement in respect to the legislation of 1895?

Mr. Moss—I prefer you to answer the question.

A. I will answer whatever you like, or answer it fully. I have the bill as originally introduced, if you would like to see it.

Mr. Moss—Let us have that.

The Witness—Mr. Limburger, will you pick out that bill? The 15th of March—I believe that was the last day for the introduction of bills, and the bill was brought to me—the necessity for legislation was considered by all counsel—

Q. What was the necessity for legislation? A. Now I can answer. The necessity for legislation was this: The company was organized on September 12, 1887, under chapter 40 of the laws of 1848, known as the manufacturing company act, as amended by chapter 85 of the laws of 1880, and chapter 472 of the laws of 1881. Under those provisions the Ramapo water company was entitled to operate as a water company throughout the whole State, except as it might in its charter itself restrict its functions; and the company had somewhat restricted its functions by prescribing that its business should be mainly carried on in the counties of Orange and Rockland. That, however, was not exclusive of, or restrictive of, the operations which it was permitted to perform in other counties under the general act. In addition to that the company had acquired under its original charter a permission, by the amendments of 1880 and 1881, general amendments of the general law—had acquired the right (this is not uninteresting, Mr. Moss) had the right of con-

demnation as provided by the railroad law; so that when this company was incorporated in 1887—was that the date of its incorporation, Mr. Limburger? When it was incorporated under the general act of 1887, by three or five persons, as the case might be, it acquired the right, as any other water company incorporated under the general act might acquire and did acquire and could acquire, of carrying on the water business anywhere throughout the state of New York, as defined in its charter, and of condemning land for the purpose of its business, precisely as a railroad company could do. That was the condition of affairs when in 1887 the Ramapo water company incorporated itself under the general act, and continued to be the condition of affairs until 1890, when the codification law took effect. Under the codification law—I think by error, because the codification was repealed six months afterwards—there were a number of errors owing to the codification; the right of condemnation was limited to railroad companies. There was a second codification, or amendment of the codification, but no amendment was made in that respect; and under the recodification of the laws all water companies lost the privilege of condemnation which they had acquired under their original act of incorporation. I do not think there was any intent of accomplishing that result, but that was the legal result accomplished. So that what the Ramapo water company had received when it was incorporated, the right of condemnation, was eliminated by the codification act, and the three thousand or more dollars which it had to pay to acquire its charter, was, to that extent, paid without an adequate quid pro quo. The further condition of the law at that time was this: As to the contractual right of companies formed under the act, the laws of 1880 provided that no corporation formed under the manufacturing company act should be formed for the purpose of accumulating, storing, conducting, selling or supplying water in the cities of New York, Buffalo, Rochester and Kingston. This act was in turn amended by chapter 472 of the laws of 1881, which removed the cities of Rochester, Buffalo and Kingston from this prohibition; and there then remained merely the prohibition against a contract with the city of New York. Section 2 of this act of 1881 granted corporation formed under the acts of 1848 and 1880 power to enter into contracts with any corporation in

the state, public or private. This provision is to some extent in conflict with the previous provision just quoted, but apparently the object was to permit water companies to make contracts with every corporation in the state, except that of the city of New York. I ask for the privilege, Mr. Chairman, of answering the question as to the reasons that led to the amendment of 1895, and to show that under the amended act of 1895, we acquired no greater right to a single hair than we had under our original incorporation, under the general act of 1848, and that the act of 1895, gave us no scintilla of any additional privilege.

Q. Now, if that was so, why was it that when you introduced the bill originally, bill No. 1606, it was limited to the Ramapo, so far as the Hoosatic river and tributaries are concerned?

A. The bill you have in your hand, introduced by Mr. Nixon, I had nothing to do with. I don't know who drew it.

Q. What is your information about that? Simply the question who drew it and nothing else? A. I don't know. I don't know who drew it.

Q. Was it drawn by any counsel of the company? A. I do not know.

Q. Were you counsel to the company when this bill was drawn? A. Yes, sir; the bill was handed to me, and I as counsel. I was of counsel to the company.

Q. Were you not consulted about so important a matter as the drawing of this bill, to be put into the legislature? A. I think it is very likely.

Q. Then how was it you did not know anything about the form of it? A. The bill, as you will see, was introduced on the 15th of March, the last day for the introduction of bills in that year. If the bill had not been introduced on that day it could have been met by a single objection, under the rule of the assembly, and could not have been passed. It was drawn tentatively, and hurriedly drawn, and introduced as hundreds of bills were on that day, in order that we might have the bill on the calendar and have it introduced. It was not drawn by Mr. Trull, Mr. Trull was not counsel for the company until within two weeks.

Q. Mr. Trull had been associated with you before that, had he not? A. I have had the good fortune to have the association and services of Mr. Trull with me, as associate counsel, in many

important cases during the last fifteen years, and I hope that for twenty years to come we will still be associated together.

Q. And when you went to Albany on matters connected with the Ramapo company, he went with you too? A. Indeed he did not. He knew no more of the Ramapo matter than I assume you did.

Q. Did he not go there at your request sometimes? A. Never.

Q. Did he have any connection with the Ramapo matters prior to his employment two or three weeks ago? A. He never had any connection with the Ramapo water company until after the action brought at the instance of the Press Association for an injunction, when I telegraphed him at Salem to come to see me on the Wednesday succeeding the beginning of that action, and I told him I would tell him the next day whether I would ask him to associate himself with me on that; and on the next day I asked him to do so, and he kindly did, and from that time to this he has been associated with me as counsel, and, so far as I know, he never heard the word Ramapo before that day. That was on the 15th of March that this bill was originally introduced. Where the watershed was limited to the Ramapo, the Esopus and the Hoosatic rivers. It was on the 18th of April, a month and three days later, that the amendment was introduced. That amendment, relatively to the introduction of the bill, was drawn between the two dates. I do not remember when. I do not remember the date. I think it was not drawn at my office. I think Judge Truax drafted it and showed it to me, and we went over it and made the necessary corrections. Judge Truax was not then on the bench.

Q. And so far as political relations go, he was a Democrat and you were a Republican? A. I hope he was as good a Democrat as I claim to be a Republican, and I think he is. I understood him to be a Democrat. There is no false ring about him. There is no mugwumpery. He is a Democrat and I am a Republican.

Q. Was he the one who suggested the necessity of the amendment? A. I think I called attention to the effect of the codification act. Mr. Tracy had written an opinion in which he came to the conclusion that a saving clause in the codification act had probably saved to the company the right of exercising the right of eminent domain. We were not unanimous in our opinions on

that subject, and it was thought best to amend the Ramapo charter by making that express provision.

Q. The record of the assembly—— A. (interrupting) It may be that the amendment was unnecessary.

Q. The record of the assembly for April 18, shows that on that day the chairman of the committee introduced the original bill as amended? A. Yes, sir.

Q. And that amendment, which I show you, is, I presume, the amendment drawn by yourself and Judge Truax? (No answer.)

By the Chairman:

Q. Was Judge Truax associated with you as counsel for the company? A. I think not. I think he acted rather as a director of the company. I do not know that he was officially recognized as counsel. He was a director. I do not think he was ever recognized as counsel to the company.

By Mr. Moss:

Q. Do you know any of the circumstances of his coming into the company? A. Oh, that was long before I had any connection with it.

Q. You found him there? A. Yes, sir.

Mr. Moss—I offer in evidence the bill. The following is a copy:

STATE OF NEW YORK.

No. 1606.

IN ASSEMBLY

MARCH 15, 1895.

Introduced by Mr. Nixon—read once and referred to the committee on internal affairs.

An act to limit and define the powers of the Ramapo water company.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The Ramapo water company, heretofore incorporated under chapter forty of the laws of eighteen hundred and

forty-eight, entitled "An act to authorize the formation of corporations for manufacturing, mining, mechanical or chemical purposes," and the amendments thereto, by a certificate of incorporation filed in the office of the secretary of state the fourteenth day of September, eighteen hundred and eighty-seven, may acquire such lands and waters along the watersheds of the Ramapo, Esopus and Hoosatic rivers and their tributaries, as may be suitable for the purpose of accumulating and storing the waters thereof, and shall have the power of accumulating, storing, deducting, selling, furnishing and supplying water for mining, domestic manufacturing, municipal and agricultural purposes, to cities, towns and villages and other corporations, and to the persons that may lawfully contract therefor, and may lease its ponds, lakes and reservoirs for a term of years to any individual or corporation for the purpose of cutting ice thereon. Provided, however, that such company shall not sell, furnish or supply, or otherwise allow the water power to be used for manufacturing or any other purpose as may be noxious, dangerous or offensive.

§ 2. This act shall take effect immediately.

Mr. Moss—If you recognize this act, I will offer that.

The Witness—I do. Can't I refer to the other features of the amendment?

Mr. Moss—Just one moment. "Mr. Cutler, from the committee on internal affairs, to which was referred the bill introduced by Mr. Nixon, Int. No. 1241, entitled 'An act to limit and define the powers of the Ramapo water company,' reported in favor of the passage of the same, with the following amendments:" Those amendments are offered.

The Witness—I think I submitted the amendments to Mr. Cutler and his committee, and explained the amendments to the charter.

The following is a copy of the bill referred to:

"Page 1, line 8, after the word 'acquire' insert the words 'in the same manner specified and required in and by an act entitled "An act to authorize the formation of railroad corporations and

to regulate the same, passed April 2, 1850, and the acts amendatory thereof and supplemental thereto.’”

“Same page, line 8, strike out the words ‘Esopus and Hoosatic rivers’ and insert the words ‘and along such other watersheds.’

“Page 2, line 4, strike out the words ‘cities, towns, and villages and,’ and insert the words ‘any city, town and village and to.’

“Strike out section 2 and add the following new sections:

“‘Section 2. Said corporation, before constructing any parts of its works in any county in which it does business, or instituting any proceedings for the condemnation of real property therein, shall make a map of the route adopted and land to be taken by it in such county, which such map shall be certified by the president and engineer of the corporation, or a majority of the directors, and shall file the same in the office of the clerk of the county through which the route runs or in which the said lands are situate. Said corporation shall give written notice to all actual occupants of land so designated, and which have not been purchased by or given to it, of the time and place such map or maps were filed. Any such occupant, or owner of the land, aggrieved by the proposed location, may, within fifteen days after receiving such notice, give ten days’ written notice to such corporation and to the owners or occupants of land to be affected by any proposed alteration, of the time and place of an application to a justice of the supreme court in the judicial district where the lands are situated, by petition, duly verified, for the appointment of commissioners to examine the lands so designated. The petition shall state the objections to the route designated, shall designate the route to which it is proposed to alter the same, and shall be accompanied with a survey, map and profile of the route designated by the corporation, and of the proposed alteration thereof, and copies thereof shall be served upon the corporation and such owners or occupants with the notice of the application. The justice may, upon the hearing of the application, appoint three disinterested persons, one of whom must be a practical civil engineer, commissioners to examine the route proposed by the corporation, and the route to which it is proposed to alter the same, and after hearing the parties, to affirm the route originally designated, or adopt the proposed alterations thereof, as may

be consistent with the just rights of all parties and the public, including the owners or occupants of the lands upon the proposed alteration; but no alteration of the route shall be made except with the concurrence of the commissioner, who is a practical civil engineer, nor shall it cause greater damage or injury to lands or materially lengthen the route designated by the corporation, nor shall it substantially change the general line adopted by the corporation. The commissioners shall, within thirty days after their appointment, make and certify their written determination, which with the petition, map and survey, and any testimony taken before them, shall be immediately filed in the office of the county clerk of the county in which the lands taken are situate. Within twenty days after such filing, any party may, by written notice to the other, appeal to the general term of the supreme court from the decision of the commissioners, which appeal shall be heard and decided at the next term held in the department in which the lands of the petitioners, or any of them, are situated, for which the same can be noticed, according to the rules and practice of the court. On the hearing of such appeal, the court may affirm the route proposed by the corporation or may adopt that proposed by the petitioner. The commission shall each be entitled to six dollars per day for their services, and to their reasonable and necessary expenses, to be paid by the persons who apply for their appointment. If the route, as designated by the corporation, is altered by the commissioners, or by the order of the court, the corporation shall refund to the petitioner the amount so paid, unless the decision of the commissioners is reversed upon appeal taken by the corporation. Such corporation shall not institute any proceedings for the condemnation of real property in any county until after the expiration of fifteen days from the service by it of the notice required by this section.

“‘§ 3. Said corporation may contract with any corporation in this state, public or private, to furnish water for any of the purposes of this act mentioned, and every corporation in this state is hereby authorized to enter into such contracts with said corporation for any length of time that may be deemed advisable.

“‘§ 4. Said corporation may lay pipes for the purpose of conducting water for the purposes of its business under any of the

navigable waters of this state, provided they are laid so as not to interfere with the navigation of such waters.

“ ‘§ 5. This act shall take effect immediately.’

“ Which report was agreed to, and said bill ordered reprinted as amended, and placed on the order of second reading.

“ OTIS H. CUTLER,

Chairman.”

Q. Did you go to Albany and see Mr. Cutler? A. I think I did.

Q. Did you see any other legislators besides Mr. Cutler? A. I may have seen other members of the committee, but I do not know.

Q. Were there other persons interested in the Ramapo company with you when you went to Albany, or did you have any others with you there? A. The only other occasion—the only occasion that I can remember—that any one was present, who was interested in the Ramapo company, that took any part in respect of the progress of the legislation, was Judge Hogan. He was in attendance upon a bill in reference to the police justices, in which he was interested. He was a stockholder in the Ramapo company, as I know, as he had informed me; and as I had to leave Albany on one of the later days of the session of the legislature, I asked him kindly to see that when the bill was placed on the calendar it should be moved by some one, and he attended to that matter for me. With that exception I know of no one else, either connected with the company, or otherwise, that attended upon the legislature, except myself. If you would like I will refer to the other two——

By the Chairman:

Q. Was there a hearing before the committee? A. I cannot recall. My impression is there was a formal hearing before the committee, at which I made the explanation of the three amendments to the original bill—the amendment as to condemnation, the amendment as to the constructural relations, the right to contract and be contracted with, which was doubtful under the brief that I have just read, which I think existed, but which we wanted to render certain, and the third amendment, which

was also a doubtful right, and which we desired to have made certain—the right to cross navigable streams provided we did not interfere with navigation. Those were the amendments, and that is the bill, and I have yet to learn of any feature connected with it that is not perfectly——

By Mr. Moss:

Q. When did Mr. Hogan become a member of the company, or a stockholder? A. I do not know. I think he was a stockholder before my association with the company as counsel.

Q. Did he confer with any of the legislators? A. I have no knowledge. I simply said to him, "I have got to go to New York. This bill is on the calendar. I wish you would see— Senator Coggeshall has it in charge in the senate, and I would like you to be present and see that when it is reached on the calendar it is moved." Sometimes they are overlooked and not attended to, and they lose their place on the calendar. I think he performed that service for me. For all the rest of that bill I assume the fullest responsibility.

Q. What other city officials do you know who are stockholders in that company? A. Judge Truax is now a judge. Senator Hogan is now a judge. They are city officials. They were stockholders, I think, before my connection with the company; and I think when they were not city officials. I know of none others.

Q. What state officials to your knowledge or information are stockholders in the company? A. None that I know of.

Q. What Republican politicians? A. But I would not like to be bound by the statement. I have given very little attention to the stockholding of the company.

Mr. Moss—But as you remember.

The Witness—Yes, sir; as I remember.

Q. What Republican politicians or public men are to your knowledge or opinion stockholders of the company? A. General Tracy was a stockholder of the company, and appears as a stockholder of record. I do not know whether he is in fact still a stockholder.

Q. Does his name appear on that list that you brought here?

The Witness—Would you not rather take it yourself, because I am going to try to let you have it.

Mr. Moss—I do not know whether we are going to take it. Answer it now, please. Is his name on that list?

The Witness—Do you think that is the most delicate way of getting at that information?

Mr. Moss—I do not know whether it is delicate or not. I have been accused of so much to-day that perhaps my sense of delicacy is blunted. I ask you the question. A. General Tracy's name is on the list. I do not see that it hurts him or anyone else.

Q. What other Republican politician, leader or public man, is a stockholder, so far as you know, or are informed? A. You won't understand me as saying that General Tracy is a stockholder. That I do not know.

Q. You say you believe he is? A. No, I say his name is on the list, according to my memory. Is Mr. Dutcher looked upon as a leading Republican? It is so hard to know. We who are leading Republicans one day—

The Chairman—He has already admitted that he is.

The Witness—There are misleading Republicans and others.

Mr. Moss—You mean Mr. Dutcher. Go ahead.

The Witness—Mr. Ingraham is a Republican. Are you not, Mr. Ingraham?

Mr. Ingraham—I am not a politician.

The Witness—Do plead guilty to that.

Mr. Ingraham—I saw it published since my return from vacation—and these things have occurred—that I am a Tammany Democrat.

The Witness—Do not plead guilty to that.

Mr. Moss—I said politician, leader or public man. I mean men whose names are prominent.

The Witness—I recall none.

Q. I am not calling your attention to the list you produced, because that appears to be an absolutely correct list, through reasons you have stated; but I am asking you for your knowledge and your opinion from any source. Can you add any other such Republicans who are, or whom you believe to be, stockholders? A. No, sir; neither Republican nor Democrat that I can recollect, and I am endeavoring to recall. I cannot.

Q. You do not recall, or you do not know, or you are not informed of any prominent Democrats that are stockholders? You have just said so. Is it true? A. I do not. I do not recollect of any. I have mentioned Judge Truax and Judge Hogan. I don't know how largely the stock of the company has been dealt in within the last year. It has been dealt in, and dealt in at fair prices. I could have sold my stock at par readily at any time within the last six months. I think within the last six months I could have sold 250 shares of stock at \$100 a share. I don't know whether I could have done it within the last year. I never made an effort to sell this stock. Mr. Dutcher, knowing the full situation, has paid par for stock within the last six months. I have held the stock, and I have known the situation, and in my opinion the assets of that company—its options, its contracts, the work that has been done by Engineer McAlpin, the best hydraulic engineer, I think, the country has produced for five or six years; the work that has been done by Nostrand and others, and the prospects of carrying out what to me appears to be the essential feature of that company, the supplying to the city of New York of electrical energy, which it will need as much as it will need water—makes the value of that stock today, with all the obloquy that has been heaped upon the company and all of the endeavors that have been made to traduce and abuse it and those connected with it, a valuable property. I say that for a year past I would have been able to sell my stock at par. I say I would have paid par, knowing the situation. Mr. Dutcher did the same thing, in point of fact—the president of the company. He did, in point of fact, pay par.

Q. It is only since a day in last August that there was any appearance of a contract with the city of New York, and although there was an appearance then that appearance has been sadly marred by the presence of an injunction. I am speaking now from the commercial standpoint. Now, what financial basis existed in that company? You say you knew, and Mr. Dutcher knew, and for that reason you would not part with your stock, or you would pay par. What were those things that you knew which put behind the two and a half million dollars of stock of that company over two and a half million dollars' worth of property, for no company stands at par unless it has more than par? A. First, the assets that I have referred to; second, the most important, in my opinion, the fact that was developed to me at the first interview that I had in reference to this company, at which Mr. Lamont and Mr. Jenks, whom I look upon as the best electrical expert in the country, demonstrated that if the Esopus watershed could be utilized, with its fall of 1,500 feet, there could be generated for use in the city of New York anywhere from twenty-five thousand to a hundred and twenty-five thousand horse-power, at a minimum cost, one-quarter, probably, of what it would cost to generate electrical power by the use of coal. That I knew how tremendous would be the demand for the use of electrical power in this city, from my experience as a city railroad man, and from my experience as president of the consolidated telegraph and electrical subway company, which, by the way, was just as badly traduced as this company, and which has been the greatest good to the city of New York, in removing its poles and wires, as great as any company I ever knew; and I still rely upon the tremendous possibility of this company to carry out its functions as a generator of electricity. And I would say further—I will say that I look upon the price that is to be paid to this company for the supplying of water 80 miles from the city of New York, from a mountainous district, and under, for the company, disadvantageous circumstances, as a very low price indeed, were it not for the fact that it will be able to do that duty and supply the water at a lower price by reason of its supplement as a generator of electricity. For those reasons I believe the stock of the company is valuable, and will continue to be valuable.

Q. But a moment ago you included in your reasons the prospect of a contract with the city of New York, did you not? A. If it is this contract that Mr. Whalen drew and submitted to the board of electrical control, and this company enters into the contract, I will sell my stock for one cent. This is the most ridiculous contract, the thing that the mayor called an option this morning, and this so-called contract that you are all inveighing against, and having this trouble about. If I am counsel for the company, and have anything to say, if this contract is entered into by the directors, or executive officers of the company, I will sell my stock for a cent. It will be absolutely valueless. Do you know what this contract means? It is an option to the city of New York to call upon the Ramapo water company at any time, without the expenditure of a dollar, for 200,000,000 gallons daily of water, of the very best quality, better under the contract than any other water that can be supplied, coming from a district where no commercial enterprise is carried on, and brought to the city of New York at a pressure of 300 feet for fire purposes; and then, when we have done it, and spent fifty or sixty millions of dollars to give the right for forty years, during every year, to Mr. Dalton, or his successor, to say "Ramapo water company, next year we won't want more than a pint, and we will pay you for that pint at the rate of \$70 a million gallons"; and that they can do year in and year out, and we have got to go on and supply this water, and they can go on and take it or not. Why, it is the most idiotic, silly thing; and if John Whalen puts that on Mr. Ingraham, and you, Mr. Ingraham, had charge of it, and not I, and he made a ninny of you to that extent, then I will not think of you professionally as I have heretofore.

Mr. Moss—Mr. Dalton, I am surprised; Mr. Holahan, I am surprised. Mr. Chairman, the moment that this thing is opened in its bald reality everybody runs away from it.

The Witness—Not I.

Mr. Moss—Mr. Dalton ran away from it yesterday.

Mr. Dalton—When did I run away from it.

Mr. Moss—Mr. Lauterbach runs away from it to-day.

The Witness—Whenever you find me running away from anything let me know.

Mr. Moss—I would like to know where that contract came from.

The Witness—You show. Go on and inquire about it.

Mr. Moss—Now, let us keep to the point.

The Witness—I have done that pretty accurately.

Mr. Moss—Somebody jot down these three or four new things, so that we will not get off.

The Witness—I want to ask the committee to read that so-called contract.

Mr. Moss—Hold on. We have read it. You have said that for a year back you would have bought or sold that stock at par?

The Witness—Yes, sir.

Q. And you gave as one of the reasons for its value the prospect of the contract with the city of New York, did you not?

A. Of a proper contract, yes, sir.

Q. But the prospect of a contract with the city of New York?

A. Yes, sir.

Q. But you must have known that in the early part of the year 1898, as read in evidence to-day, the board of public improvements had passed a resolution directed to the Westchester company and to your company notifying your company, and that company, that the board of public improvements saw no reason for and would not make any contract with either company for the present. Do you remember that? A. Yes, sir, quite true; but I know—

Q. What prospect did you see for a contract with the company? A. Will you give me those papers that I submitted to the board of municipal improvements? I will tell you the pros-

pect. After that communication or resolution had passed, I addressed a communication, or caused to be addressed a communication to the board of municipal improvements, asking that the Ramapo Company be heard on the subject of its ability to supply the city of New York with water. I received an answer, or the company received an answer, that a hearing would be had on June 19, 1898. At that hearing we were heard. At that hearing these documents were submitted, among other things—a document, in the first place, which you perhaps have seen, which I won't read, but which I beg the committee to read.

Q. Signed by Mr. Hare? A. Yes, signed by Mr. Hare of the New York board of fire underwriters. The petitioners were fire underwriters, merchants, bankers and real estate owners, for a supplemental high-pressure water supply for the city of New York, signed by the most eminent fire underwriters of the city of New York. There was a petition by real estate owners and agents from both cities. There was a petition of merchants, bankers and property owners of the city—almost everybody of respectability and prominence. There was a petition by the hotel association. There was a petition by the merchants, manufacturers, property owners and residents of Brooklyn. The original petition under which the act of 1883 was passed that authorized the sinking fund commissioners, in the same year that the water supply for Croton water was passed, to make a special and specific contract for high pressure water, from the counties of Orange and Rockland. I submitted the original petition signed by Charles S. Smith, William E. Tefft, James H. Dunham, John R. Waters, C. N. Bliss, J. H. Reed, John Clafflin, Jacob Wendell, William L. Strong, John Gibb, Elkan Naumburg, Charles Sternback, James O. Carpenter, E. F. Browning and Charles F. Smith, and others. I submitted those. We had a full and complete hearing. Mr. Ingraham was heard, the president was heard, the engineers were heard, I in my futile way was heard; and I went from that session of that committee feeling that we had impressed the members of the board of municipal improvements, as the community was impressed, as the common council of Brooklyn had been impressed in 1867; and I assisted in submitting the matter to their consideration; and as they had unanimously reported there was a scarcity of

water in Brooklyn and in New York, and there was an absolute necessity of water at high pressure; that there was the absolute necessity for a dual system, a second independent system, entirely independent of and having no connection with the Croton system, and that it should be water of the best quality—I felt that that board of municipal improvements, if it did its duty, would give us a good, fair, square contract at a reasonable price to enable us to supply that water, and take away the danger which is imminent in the city of New York, and was imminent in 1895. The aqueduct commissioners here feared that there would be an actual water starvation, and I believe so still.

Q. You characterized your attempt to help this thing along as futile, and you did it well.

The Witness—As I said——

Mr. Moss—Wait a moment. You did it well, because this tremendous appeal was made in June, 1898, and for a year and over that thing slumbered—wait; do not interrupt me—without any action. Now, you say that for a whole year back you would have paid or sold at par, and yet there is that whole year, after that most tremendous presentation of your case, with the most tremendous financial and mercantile backing. The board had been deaf to your entreaties, and it laid there.

The Witness—Shall I answer that?

Mr. Moss—And yet for a whole year, with the failure of your futile efforts, you would have bought or sold at par on the prospect of a contract?

The Witness—For “futile” kindly read “feeble” efforts. Now, what I did immediately after the hearing was——

Mr. Moss—No, wait.

The Witness—One moment. This matter did not lay fallow.

Q. You have said to change from futile to feeble. What do you mean by that? A. I mean that it was just as my effort today is exceedingly feeble, so was that.

Q. Then if that effort were feeble (and we judge of efforts by their result) how would you consider that that vanishing prospect justified you in buying or selling stock at par? A. After the hearing I waited a month or so and then called on Holahan, and I think I was the greatest nuisance that Holahan ever had. I gave him no peace. I think I finally convinced him that there was the absolute necessity for carrying out the project of which I was in favor. I got him and Mr. Birdsall, the engineer, I think—certain engineers, at all events, of the water department—to go to the Esopus watershed and examine it. They were there for three or four days. Before that time everybody had pooh-poohed it. There was nothing in it. It was a matter of no consequence. When they came back from their examination there was the unanimous sentiment and report from every side that that watershed was an ideal watershed for the supplying of water to the city of New York, and if it could be utilized under proper circumstances and proper terms—

Mr. Moss—Right on that point. The testimony was that those gentlemen spent one day up there traveling over that great watershed, and that they found—

Mr. Dalton—My testimony was two days.

Mr. Moss—Two days, then; and they found the Esopus creek was a little creek over which they could wade in most places, going over dry shod; and indeed that is the testimony of the comptroller's engineers.

The Witness—You will probably have Mr. Birdsall on the stand and other engineers. They will tell you what their testimony was. The statement to me was that the combined project of supplying electrical energy to New York and water to New York was as easily achievable, at enormous expense, it is true, but thoroughly achievable through the waters of the Esopus and Catskill watershed—

Mr. Moss—There are numerous great projects. There was a Keeley motor. There was a process of evolving gold from the waters of the ocean, in which a great many people sunk very

much money. Now, was there any proposal from your company to the city of New York during the past year to supply electrical energy?

The Witness—The city of New York is not a customer for electrical energy.

Q. Was there any proposal or consultation with any of the officers of New York, or with any of the powers that be, seeking or looking to the introduction into the city of electrical energy for any purpose? A. I explained, and the engineers explained, to the fullest extent, at the meeting of the board of municipal improvements in June, the project of the company.

Q. June 1898? A. (continued) To manufacture electrical energy.

Q. Who have you or your associates discussed this electrical side of the question with in the city of New York? What prominent persons? A. It was openly discussed at the meeting. The members of the board of municipal improvements are rather prominent.

Q. Have you ever mentioned the subject to Mr. Carroll? A. Never.

Q. Has it ever been talked of between you and Mr. Carroll? A. I have no recollection of it.

Q. Did you meet Mr. Carroll recently at Edgemere? A. I did.

Q. What did you talk about with him? A. My family were at Edgemere. His family were at Far Rockaway. There was a vaudeville entertainment at the hotel. He was a guest at the hotel. I came in rather late with my daughter. He had the courtesy—Tammany men are courteous, even if they are not always politically right; he had the courtesy to give my daughter a seat. When he did so he had no seat. We were neither of us very anxious about the vaudeville entertainment and we went out and sat on the balcony. We talked about various subjects. The most interesting was that he had bought five acres of land at Far Rockaway. He thought I ought to buy some land at Far Rockaway. Unfortunately—

Q. He wanted you for a neighbor? A. Oh, yes; some people like me first rate.

Q. The hail-fellow-well-met principle overleaps the narrow lines of partisan distinction, does it not? A. Yes, indeed. I love a good adversary partisan—a thorough partisan who sticks to his party; and we will have our political warfare and then be friends and neighbors and jolly good fellows, and have a feeling of bonhomme and good friendship in spite of all that.

Q. Even when the leader on the opposite side says that he is in politics for the benefit of his pocket? A. Then he is not talking politics. Then he is talking individual desire.

Q. When he lays down the proposition which is backed up by many of his subordinates, that the government of New York city under the organization is being run largely for their personal benefit and enrichment? Do you call that meeting an honest political enemy in a friendly way? A. No, if any man has initiated any such doctrine as that he is not talking correct, patriotic politics. Then he is talking selfish interests.

Q. Then I have done you a kindness in allowing you to make that distinction? A. I meant that opposition in politics does not by any means mean enmity in individual relations.

Q. What else did you talk about with Mr. Carroll? A. Frankly, this matter. I spoke of the Ramapo matter. It was within a few days after the board had made this fiasco in passing this——

Mr. Moss—In not passing it?

The Witness—Yes, sir. I told him my opinion was that the fullest discussion in respect to the contract should have been had. He then said to me, "Lauterbach, that is a matter which I have not concerned myself with, and won't concern myself with; I have nothing to do with it." That was all that was said on the subject of the Ramapo contract.

Q. You say that they made a fiasco in laying it over, do you? A. No, I did not.

Q. Why did you call it a fiasco? A. I consider that when a demand was made for adjournment for the consideration of this subject it would have been exceedingly wise and proper to grant it.

Q. But why should you say it was a fiasco in not granting the adjournment, when it was a rotten contract that you would not be responsible for? A. It is not the rottenness of the contract. If they could have passed it, and seduced us, induced us into signing it, it would not have been rotten for the city of New York. The men who would have got that for the city of New York would have created the greatest boon for the city of New York.

Q. Do you mean to say that these practical, shrewd, long-headed men went through all the agony they did in that board of public improvements to produce the opinion of the corporation council, and backed by legal authority, to do all that without having had any consultation with the officers of the company concerning the form of that contract and what the company would do for the city? Is that so? A. I had drawn and had discussed with Mr. Whalen prior to April, 1899, a contract based in its general character upon the contract that had been sustained by the General Term, the Appellate Division, in the case to which you refer, not by a divided court of two to one, but four to one, in which they had set down the terms of a contract that was perfectly lawful. It provided for a short term of years, for the absolute taking of water, without any option on the part of the city, and that was the character of the contract concerning which I had discussion with Mr. Whalen. In April, 1899, becoming very busy in other matters, I had nothing further to do with the negotiation of the contract. Mr. Ingraham then assumed charge of the matter and had further discussions in respect to it. The first time I saw the contract that was presented at the board of municipal improvements was the day of its publication in the newspapers, and I said—and of course my directors may have a different impression—I criticised the contract as I have now criticised it. Here is an effort to obtain a company to give \$100,000 of bonds to build this by 1902, fifty millions of dollars to bring down two hundred millions of gallons of water at a pressure of 300 feet, and to be ready to supply it to the city of New York, and the city of New York could then either take it or leave it as they pleased. I am perfectly confident if that contract had passed the Ramapo water company would not have accepted it, and that the result probably would

have been finally, by negotiation, the arrangement of a contract upon a proper basis, if any contract was entered into.

Q. Then it would have been for more money? A. Not for more money. I do not think the question of money arises. I believe the question of amount is fairly right, although since the rise of iron and steel in the last two years, I do not think that \$70 a million gallons is an adequate price. If \$65 to the Citizens' company, given within a year or more, is proper payment; if \$130 to the city of Yonkers, which is being paid to-day for a million gallons of water is proper payment (and they paid \$173), and if other payments equally large are a proper payment, the details of which can be furnished by the comptroller—if they are correct, then it would be impossible for this company, especially since the rise in the prices of material, to supply it for \$70, unless its generation of electricity as a co-ordinate business would enable it to do it.

By the Chairman:

Q. Is it not true that the company first insisted that the price should be \$80? A. I insisted, with Mr. Holahan, that the price should be \$85. I considered that a fair price. I spoke with the engineers. Mr. Holahan insisted upon \$60 as the price, if anything was entered into, and up to about the beginning of April, when I suspended my connection with the negotiation, he had been insisting—I think his highest offer was \$65, and my lowest offer was \$80.

By Mr. Moss:

Q. Your negotiations were suspended in April? A. My own, personally. Mr. Ingraham then took it up.

Q. I understand you to say that if your advice was followed your judgment would be that the company could not carry out such a contract as that and would not? A. Certainly, unqualifiedly.

Q. So that the contract was a futile thing—practically impossible of being carried out? Will you answer that yes or no?

The Witness—Futile?

Mr. Moss—Yes.

The Witness—Not at all. If a company will give a hundred thousand dollar bond to do these things—

Q. But would they do it, practically? A. I would not do it.

Q. You would not have it done? A. I would not do it.

Mr. Moss—That is the point I made yesterday or the day before—that the contract could not be carried out.

The Witness—Not at all. You can carry it out. I can give you a gold dollar for a cent.

Mr. Moss—Yes; thank you for the simile.

The Witness—But I won't.

Q. Now, do you realize that your testimony has put these officials in a worse position on this matter than they have ever appeared in before, namely, that they have used all this effort, and taken all this time, and expended all this energy in passing or trying to pass, by the jamming process, against the protest made by the comptroller, a contract which you yourself would not agree to, and which substantially has not been submitted to you? Is that so? A. By no means.

Q. What is it, then? A. If the board—if Mr. Holahan sought to obtain a contract that he thought he could obtain, and it was of advantage to the municipality, he was perfectly right in endeavoring to do it. The question was would we be foolish enough on our part?

Mr. Holahan—I want to be heard here. I won't allow that man to make that statement. There never was an attempt to pass the contract, and he knows it.

The Chairman—You take your seat.

Mr. Holahan—I won't allow him to put on the record there a falsehood.

Mr. Moss—If you can continue your testimony, go on.

The Witness—The question was the adjournment of the consideration of the contract. Some were in favor of an adjournment and some were not. Some voted in favor of the adjournment and some did not. I do not think the contract came up for approval. But I will again say that if Messrs. Whalen and Holahan, and the board of public improvements, could have secured the execution of that contract by the Ramapo water company, by which the city had no penny to expend, not a dollar to lay out, and could get a hundred thousand dollar bond from a company that they would supply the city with water at high pressure at the boundary line of the city for \$70 a million gallons, which supply they could either take or keep during the forty years, keeping it one year and giving it up another year, that they would have furnished the greatest boon to the city of New York that any public officials ever did. But they would not do it if I could help it.

Mr. Ingraham—As counsel for the company, and associate counsel with Mr. Lauterbach, may I say this: That the proceedings of the board, as I understand it, show that—

Mr. Moss—Wait a moment. I shall put Mr. Ingraham on the stand. I cannot make an examination here against so many.

Mr. Ingraham (continuing)—At the taking of the vote in the board President Holahan threw his vote in favor of adjournment.

Mr. Holahan—This man has no right to falsify the official records of the board of public improvements. He has no right to do it and you ought not to permit him to do it.

The Chairman—Sergeant-at-arms, have that man sit down. When you are called to the stand you can make any statement you wish.

Mr. Holahan—I want to have the statement now. The record is going on all the time.

Mr. Moss—Now I guess we can proceed.

Mr. Holahan—He knows he is stating a falsehood.

Mr. Moss—Has any arrangement——

The Witness—May I state this?

Mr. Moss—No, never mind that now. Were not arrangements in contemplation in the company for the issuing of bonds and stock, upon the execution of the contract with the city for the purpose of raising the money to build the reservoirs, the conduits and the necessary appliances?

The Witness—I will say, irrespective of any contract, that an examination of the status——

Q. Will you answer that question? A. I will answer it—that an examination of the status of the company has been made by Mr. Harris, an English engineer.

Mr. Moss—Never mind that.

The Chairman—You have already testified to that.

The Witness—No, I have not testified to it.

Q. I have asked you the question, were not arrangements in contemplation for the issuing of bonds and stock or securities for the purpose of raising the money to build the structure, if a contract was executed? Were not such arrangements in contemplation? A. I know of no such arrangements.

Q. Were they not being talked about? A. There had been talk about the issuance of bonds and of stock, when no question of the contract had arisen in the company, before 1898. Mr. Harris, of the firm of Bramwell & Harris, came from England and offered to furnish the necessary bonds, with English capital, for the construction of the electrical works of the company.

Mr. Moss—We are not talking about electrical works.

The Witness—And the possibility of supplying water to municipalities, entirely irrespective of any contract.

Q. We are not talking about the possibility of supplying water to municipalities. I ask you the practical question. Had you

under consideration the practical and necessary methods of raising the money to build the structure if you got the contract? A. I know of no discussion on the subject within the past year. I know that whenever it shall be deemed appropriate for this company to proceed with its functions there will be no difficulty in raising the money necessary for the construction of its works.

Q. Exactly. If you get a contract you will then issue your securities and sell them to raise the money to build the structure, will you not? A. We will do what every other corporation does.

Q. Exactly. Have you not had in view an amount equivalent to eighty millions of dollars of securities? A. I never have heard any amount mentioned.

Q. Your calculations must have exceeded \$60,000,000, because you have stated that that is what it would cost. Is not that so? Now, refresh your recollection, if you can. Was it not under consideration by some of the persons—some of the officers of the company—that eighty millions of dollars should be raised upon the securities of the company, as shown, or at some time? A. Just to refresh my recollection—how much was it that Mr. Harris offered in the way of bonds, Mr. Dutcher? Do you remember the amount?

Mr. Dutcher—I think it was at that time seven millions of pounds.

The Witness—That was based on the electrical business.

Mr. Moss—Thirty-five millions of dollars based on electricity?

The Witness—That is the only sum of money that I ever definitely heard of as being in contemplation, and that went no farther than to discuss the proposition.

Q. But you did contemplate the issuing of securities with which to raise the money to build the structure and to pay the incidental expenses? A. Of course we did.

Q. Salaries and all that? A. Certainly we did and do expect to issue securities whenever the company is ready to proceed with its business.

Q. You also talked with Mr. Carroll at the Lawyers' Club, did you not? A. I have lunched with him twice at the Lawyers' Club. I asked him what he would have.

Q. Was the subject of Ramapo, or water or electricity, in any way mentioned in either of those conversations with Mr. Carroll? A. The subject of water, I think, was discussed. I told him that I was taking the Salisbury treatment, and was taking four quarts of hot water a day, and I had lost twenty-two pounds weight. The subject of water was referred to in no other way.

Q. The subject of electricity? A. Not at all.

Q. Have you had any other conversations with Mr. Carroll than the one at Edgemere in which the subject of water, Ramapo or electricity was discussed? A. I never had—I have had many conversations with Mr. Carroll on other subjects. For example, I had a conversation with him at my office on the subject of a police commissioner, which was a political discussion.

Q. What was that? A. That was when he wanted to know if I knew of some good man from Brooklyn to be appointed as police commissioner when there was a vacancy, and I suggested Henry Abell. I think that was the only political discussion; and the only business discussions were that I induced him to buy some Third Avenue railroad stock, a little to his sorrow, and he induced me to buy some Consolidated ice company's stock, a good deal to my sorrow.

Q. When was it Mr. Carroll induced you to buy Consolidated ice stock? A. I think about a year ago I bought it. Three hundred shares—200 preferred and 100 common, and I have still got it. I haven't any idea what interest he had in asking me to to buy it. He would ask me: "Do you know of any good stock that I can buy?" I would say "Third avenue," and said I: "Do you know of any good stock that I can buy?" And he said, "Yes, buy Consolidated ice."

Q. Each one was booming his own stock. Did you sell him the Third avenue stock? A. Oh, no, I did not. I never sell any of my Third avenue stock.

Q. Did he sell you the consolidated? A. I bought it in the market. If he sold it I don't know.

Q. What did he tell you was the reason for buying Consolidated ice stock? What reason did he give for its value or perspective

value? A. It was a good business venture, and he thought it would rise in value.

Q. Upon what grounds? A. I did not ask him specifically. We do not go into very great details. "John, do you know a good thing to buy?" "Yes, Consolidated ice stock." "Ed, do you know of a good thing to buy?" Yes, Third avenue."

Q. Is he a stock broker? A. No; but that is a subject of frequent conversation in this town.

Q. I understand, but what qualifications did you suppose Mr. Carroll would have that would make him a judge of ice stock? A. I didn't ask him about ice stock.

Q. He recommended to you to buy it, did he not, and you did buy it? A. Yes, sir.

Q. What was it that made you think his judgment good enough on ice? A. I will take John F. Carroll's judgment on almost every subject. I think he is an honest and square man, and don't intend to deceive me; and if I ask him about the purchase of a few hundred shares of stock, he don't intend to cheat me. I believe in him, and I believe he is a very reputable man. I am sorry for my purchase, because I lost money. My confidence in him is not a bit shaken. No man is a prophet in stocks. I never ask a man to guarantee to me the value of stock that he advises me to buy. He is not a guarantor; he is an adviser.

Q. Do you mean to say that you simply took his word that Consolidated ice company stock was good to buy? A. Yes, sir. I would take yours, if you told me.

Q. Why do you think Mr. Carroll is a better judge of the value of Consolidated ice company stock than I am? A. If he had told me Metropolitan railway stock, I probably would have bought it. If he had told me Pacific mail, of which I am counsel, and ought to know more than he knows, and he had given me his judgment that it is a purchase, I might have bought it.

Q. If I had told you that Consolidated ice stock was good to buy, would you have bought it? A. If I had asked you, "Do you know of a good stock to buy?" and you said "Consolidated ice," the fact that I was willing to ask you and that you gave me your word and I believe you to be an entirely truthful man in spite of the testimony of Mr. Croker this morning—I would have bought the stock.

Mr. Moss—But people are mistaken oftentimes?

The Witness—Certainly.

Q. Do you mean to say that you would have assumed my judgment to be good? A. If I had asked you for it as to a stock the chances are that I would have taken it or I would not have asked it.

Q. Why did you ask John Carroll? A. Because I have asked him—well, I think twenty times in the last year we have given each other points.

Q. John Carroll was clerk of the court of General Sessions, in receipt of a salary of \$7,500 a year, and presumably engaged in his business actively until within the last year and eight months, or so, when he became the deputy leader of Tammany Hall, without any visible means of support. Now, what do you find in the business qualifications of Mr. Carroll which would make his judgment specially desirable for you on a matter of investment? Is it not his political relations? A. By no means. On many occasions he has given me points where I have done very well, and I have given him points on which he has done very well; and I have asked his opinion, as I have asked the opinion of any passerby. I think when I went to lunch with Mr. Carroll—I met him on the street and invited him in; and I asked him, “What is a good stock to buy?” And he asked me also. I guess we were both wrong that time.

Q. Do you mean to say that you had exchanged Republican points for Democratic points? A. I don’t see anything Republican about stocks.

Q. State points for city points? A. My idea about Republicanism is a great deal higher than stocks, or water, or business, or anything else. It is something of a very much higher import. We don’t talk politics. The only politics that I have ever talked with Mr. Carroll was on the subject of the police commissioner-ship.

Q. We have had Mr. Carroll’s own statement of his conception of public duty. That is why I want to get you in the right position. Now, we must not get too far away from the point. Did you ever talk with Mr. Croker upon the subject of

water, or electricity or Ramapo? A. Never upon any of these subjects. I have talked with Mr. Croker.

Q. Have you ever been party to any political arrangement with Mr. Croker? A. I have never known of any political arrangement between the Republican party and Tammany Hall, and I have never been party to any.

Q. That is a thing that ought to be settled right here, if any have existed, and if not, you ought to have an opportunity to say so. You were once chairman of the county committee? A. I was, and I fought Tammany as hard and as bitterly as I do now, and as successfully, I think, as has ever been done.

Q. Have you discussed or talked about—and when I say talked or discussed I include writing; there is no mental reservation, of course, on that subject. Have you discussed, talked about, or communicated with any other city politician or leader or public man concerning water, Ramapo or electricity? A. I have spoken to Mr. Holahan. I have spoken to Mr. Dalton. I have spoken to Mr. Whalen. I have urged them a number of times to give the matter of the additional water supply serious consideration, because I believe that the situation in Brooklyn and in New York was exigent, and I believe that the proposal, of which I was the representative, was one that would have redounded to the salvation of the city; and I have begged them again and again to give it consideration. I remember, I recall no one else connected with Tammany Hall, and recall no one else connected with public life that I have ever spoken with on the subject.

Q. Was all of your motive under this urgency a simple financial one—a business one? A. My motive was as counsel for the Ramapo company to do it the fullest justice that I could.

Q. Under a professional retainer? A. Of course I had a little selfish interest.

Q. As a stockholder? A. I do not know of any lawyer that objects to retainers. They are pleasant things to have.

PART IX, NEW YORK SUPREME COURT.

NEW YORK, FRIDAY, *September 15*, 1899, 10.30 o'clock A. M.

The Committee met pursuant to adjournment.

Present: Mr. Mazet (the chairman), Mr. Wilson, Mr. Costello, Mr. McEwan and Mr. Hoffman.

JOHN F. DILLON, being duly sworn, testified as follows:

Examined by Mr. Moss:

I was one of the charter commissioners. I do not know who wrote section 471 of the charter. Commissioner Low had charge of that part of the charter, and that section was either written by him or under his direction, and was submitted in form to the whole commission; and doubtless passed under my eyes and that of the other commissioners. I have no recollection of any discussion of that section or of the subject of water supply and water contracts. My view of it is that the section properly interpreted would not necessarily occasion any discussion. I would believe that the decision in the case of Gleason against Dalton controlled the Ramapo contract.

By Mr. Hoffman:

Doubtless this section 471 was submitted to the entire commission. Every part of the charter went under careful supervision. And this section included. For example, I had charge in a general way of the powers of the municipal assembly; and section 42 relates to additional water supply. I think I supervised that myself. That was submitted to the whole body, the commission, the same as Commissioner Low would submit 471, which is a mere administrative provision and not legislative.

By the Chairman:

Q. In view of the operations of the charter up to the present time, and your observation of the working of it, have you changed your views about the present organization of the municipal assem-

bly? That is, being composed of two bodies? A. I have not changed my view. I do not think it has had a fair trial yet.

Q. In regard to the duties of the Borough presidents as at present defined, would you make any change? A. I make the same answer. I do not think the experience has been extended enough to justify any conclusion, based on the practical workings of the charter.

Q. Is it your judgment that the powers of the borough presidents should be enlarged in any way—that they should be made members of the board of estimate and apportionment, or of any other municipal body? A. I would not like to give my opinion on a matter of detail of that kind. My opinion as to the scheme of the charter remains unchanged. It is very essential—the first section of that charter consolidates all these municipalities into one, using that word in the proper sense. It is not a confederation of municipalities, but a consolidation; and that the scheme of the charter is that the legislative powers relating to this consolidated municipality should be one and indivisible. I do not think that ought to be divided. When you come to administration, we did decentralize it and create these boroughs; and it may turn out from experience that the borough presidents ought to have some more power, or even less. I cannot quite state what the actual workings have been in that respect.

Q. Is there anything further in regard to the operations of the charter which occurs to you now? We should be glad to have your views, as one very much interested in it? A. The charter was in some respects a compromise. All the members do not agree upon anything. For example, in my opinion two years was the proper term for the Mayoralty. I voted against any four years' term; and when it was finally adopted, I believe the record will show that I moved a reconsideration by the board. I am still of the opinion, not based on actual workings, not a partisan opinion, but based on a proper scheme of municipal government, that a two years' term is long enough. If the mayor is a good one the people will re-elect him. If he is a bad one two years is quite enough. The act which created the greater commission provided in terms that there should be equality of taxation throughout the whole municipality; and I think you will have dissension and dissatisfaction if you attempt to

adopt different grades for different portions of the municipality. If you look at section 1, which was reported by the committee on draft, you will see that it extinguishes every municipality within the limits of Greater New York and substitutes this municipality, which we create, in the place of all others; and it is intended that it shall, as times go on, make a consolidated municipality, divided only for the purposes of administration.

FREDERICK WURSTER, being duly sworn, testified as follows:

Examined by Mr. Moss:

I am ex-Mayor Wurster, of Brooklyn.

Q. It has been alleged as a reason for making a contract with the Ramapo water company that Brooklyn is in such urgent need of water that even at the risk of violating the principle of municipal ownership of water supply, this contract should be made. We have called you as a prominent citizen of Brooklyn, and as the former mayor, to tell us whether in your judgment, from your knowledge of the affairs of Brooklyn, that claim is correct. How is that? A. Brooklyn is in about the same situation to-day in regard to water as it was in about 1896, I believe. Then it was urgently advocated that Brooklyn had only about six months of water supply, and that something had to be done immediately to increase this supply. That was what was represented to me when I was elected mayor. About three years has elapsed since then and there is just about as much water supply there now as there was then. There is no doubt but what Brooklyn must have an increase of water supply. I believe such an increase can be had at very small outlay of money. For instance, in the fall of 1896 we made a contract with Mr. McNamee, to build a conduit from the Milburn pumping station towards Spring creek, at a cost of something like \$700,000. Unfortunately Brooklyn's financial condition at that time was not such that we could issue the bonds. Therefore that was not increased—that was not done. We hoped, however, when consolidation came, that the Greater New York would fulfill this contract, because by so doing there is no question at all but that sufficient water could be secured

to last at least for four or five years longer. I think that same condition exists to-day—that by the completion of that contract, which at that time could have been done for about \$700,000, and to-day I suppose would cost twice that sum, Brooklyn could be assured of a fair water supply for at least five years more. Then, in addition to that, it is a well-known fact that we have never gone much farther than the commencement of Queens county for a water supply. There is running to waste to-day in Suffolk county millions of gallons of water that could be taken, without injury to anyone, because it simply runs into the bays. By an expenditure of a half-million of dollars Brooklyn could get a water supply of at least 50,000,000 of gallons a day in addition to its present supply. I have seen that advocated by every gentleman that understood the figures. There is one thing, however, standing in its way; and that is an act of the legislature prohibiting Brooklyn from going into Suffolk county for water. It seems to me that a great city like the city of New York ought to have the right to go anywhere in the state and get its own water, and that the water should be owned by the city and not a contract made.

Mr. Moss—Right at this point I offer in evidence a very important communication from Joseph A. Burr to the comptroller upon this very point. He states the manner in which that act was passed, and shows its inapplicability to the present situation and the probability of its being unconstitutional. He was the former corporation counsel of Brooklyn under Mayor Wurster, and it would seem, upon the opinion of Corporation Counsel Burr, that it would be a proper thing for the city of New York to contest the constitutionality of that act—laws of 1896, chapter 942. He says:

“When that act was introduced to the legislature (laws of 1896, chapter 942), I endeavored to defeat it, but the combination of countrymen with Mr. Carl Burr, the assemblyman from Suffolk county, was too strong for the city members, and the act was passed. Not being a special city law it was not sent to the mayor, and he had no opportunity to veto it.”

I will not read the whole letter in full now, but will offer it in the record now.

The following is a copy of the letter:

"BURR, COOMBS & WILSON, COUNSELLORS AT LAW, NO. 34 BROADWAY.

"BROOKLYN, N. Y., *September 5, 1899.*

"HON. BIRD S. COLER, 280 Broadway, New York City:

"My Dear Mr. Coler—I have watched with great interest and most hearty appreciation your efforts to protect the interests of the city in connection with the proposed Ramapo water contract. I congratulate you most heartily that your efforts in this direction promise to be successful. At this time I take the liberty of calling your attention to the situation as it appears to me, with the respect of the obtaining an additional water supply from Suffolk county. It has been claimed, or if not claimed, apparently admitted, even by some of those who were opposed to the Ramapo scheme, that the former city of Brooklyn had not power, and the present city of New York has not power to take water supply if needed from Suffolk county until the act, which is familiarly spoken of as the Suffolk county act is repealed.

"When that act was introduced in the legislature (laws of 1896, chapter 942), I endeavored to defeat it, but the combination of countrymen with Mr. Carl Burr, the assemblyman from Suffolk county, was too strong for the city members and the act was passed. Not being a special city law, it was not sent to the mayor, and he had no opportunity to veto it. It was forwarded directly to the Governor, and promptly signed by him. I reached the conclusion at that time, and am still of the opinion that the act is entirely inoperative, and this for other reasons than those suggested as I understood by Judge Dillon and Mr. McCurdy, namely, that the act is unconstitutional.

"I believed it to be ineffectual to prevent the city of Brooklyn from going into Suffolk county if it chose to do so. I believe it is ineffectual to prevent the city of New York from doing so. By the provisions of the Brooklyn charter the city was given authority to take and hold real estate anywhere in the state, and the water from any springs, ponds, wells, fountains, streams, or other sources for the purpose of its water supply (laws of 1888, chapter 563, title 15, sections 11-14). A like authority is conferred upon the city of New York by its charter (laws of 1897, chapter 378, section 472.)

“ If proceedings were therefore taken to condemn land for the purpose of additional water supply, it would be necessary for the parties opposed to show that this power had been taken away by some statute expressly or by necessary implication repealing the provision of the charter above referred to. The so-called Suffolk county act would not enable these persons to do so. The act provides among other things that, whenever the board of supervisors of any county in this state, which does not contain an incorporated city, and is within forty miles of a city of the first class, containing over eight hundred thousand and less than one million inhabitants, shall by a majority vote of said board, decide that certain streams and ponds within such county are necessary for the supply of pure and wholesome water to the people residing in such county, the said board shall direct a certificate to that effect to be duly signed and acknowledged and recorded in the office of the clerk of that county, and after said certificate has been recorded, it shall not be lawful for any person, corporation or municipality to enter upon such ponds or streams or the lands adjacent thereto, and take water therefrom.

“ Two conditions, therefore, must have existed when the certificate of the board of supervisors of Suffolk county was filed in order to make the act operative; and the burden of proof of showing the application of the act would rest upon those persons who resisted condemnation proceedings. These two conditions are: First, that the county does not contain an incorporated city (this would apply to Suffolk county). Second, that it is within forty miles of a city of the first class, containing over eight hundred thousand and less than one million inhabitants. It would be impossible to prove that in 1896 when the certificate of the board of supervisors of Suffolk county was filed that the second condition existed, or in other words, that the city of Brooklyn at that time was a city containing over eight hundred thousand and less than one million inhabitants.

“ The last census taken several years before, showed that the city of Brooklyn contained over eight hundred thousand inhabitants. What its population was in 1896 I submit it would be impossible to prove. The general impression was that it contained more than one million inhabitants, but the case would not be controlled by impressions. It must be a matter of proof that

it did not at that time contain over one million inhabitants, and the burden of proof in that case would rest not upon the city, but upon the persons opposing this application.

"In most instances in acts of this character, which, though general in form, in fact apply only to one or more cities of the state, the words, according to the last census have been added to the words specifying the number of inhabitants. In that case it was only necessary to prove the census records. These words were omitted from the act under consideration, and therefore the population at the time of the last census would be no evidence of the population at the time the certificate of the board of supervisors was filed. It would therefore be necessary for the persons opposing the application to prove the exact fact, and in my opinion the only competent evidence of that would be an actual enumeration. No such enumeration was made in 1896, and therefore no competent evidence could be introduced showing that the act in question applied to Suffolk county.

"I venture to submit these suggestions to you in the hope that possibly they may be of some service to you in the contest that is now going on.

"With kindest regards, I am yours, etc.,

"JOS. A. BURR."

By Mr. Moss:

Q. Is there anything further that you can add? A. Nothing further than I believe that section of the charter of Greater New York, which somehow or other—just why I do not know—seems to reaffirm this very act which you speak of; it seems that somebody inserted that little section in the chapter of Greater New York, reaffirming this very act that you have reference to. It is in the very last part of the charter, so I am informed. Just why it got there I do not know. It does not seem to me that Suffolk county was considered at the time, or should have been considered at the time that we were making up a great consolidated city here; but it did mysteriously become a part of the charter; and as the charter of the Greater New York reads to-day, the city has no right to go into Suffolk county. It seems to me that one thing should be done at once, and that is this: An act should be drawn giving the city of

New York the right to go into Suffolk county and take those waste waters, and that would give Brooklyn at least an additional water supply of 50,000,000 of gallons a day, which would be enough to last for 20 years at least. By that time it is hoped that the State will take up this water question, something that I have been advocating for a long time. The State should take up the water question and not only supply the Greater New York but all the large cities coming down the Hudson river. That would solve the question for the state. I cannot tell whether that section was put in by the charter commission or was added at Albany. I don't remember the time that it was placed in by the commission; but, like Mayor Strong and Mayor Gleason, I was simply an ex officio member of that commission and had nothing to do with the drawing of any part of the charter. But it is there and how it got there I do not know.

By Mr. Hoffman:

I went out of office in the year 1897, in December. The commissioner of city works at the time I was in office was Mr. Willis. His engineer made recommendations that something should be done to increase the water supply.

Q. What was the recommendation, so far as you recall it? A. Nothing, except that something should be done to increase the water supply. There seemed to be no particular plan specified by the water engineer, that I can remember, excepting the building of this conduit, which was something that I immediately took hold of and made a contract for. That the water engineer was very particular about. He said that there were millions of gallons of water going to waste. I believe it is the same engineer that is in office to-day, Mr. de Verona. So that at that time the question of the great waste of water came up in the old city of Brooklyn, yes, sir. At that time I believe it was figured that we only had enough to last us about six months, and it is three years since then. I believe that there ought to be same provision made for an additional supply. In the near future there must be something absolutely done. It is owing to Brooklyn that something should be done. The matter should have been taken up before. I believe that that is a very important thing to do for the city of Brooklyn; and the greater

city should take care of its water supply and give its manufacturers and citizens an increased supply.

By Mr. McEwen:

This water of Suffolk county comes from the streams and the brooks that run through parts of the county, and I believe—I am told so—run into the bays and is lost.

LOUIS F. HAFFEN, being duly sworn, testified as follows:

Examined by Mr. Moss:

I am president of the borough of the Bronx. So far as I understand the sentiment of the borough, it does not desire to have the Ramapo contract made. It does not desire to have any contract made with private water companies. It is true that the borough of the Bronx, like the borough of Brooklyn, is in a special need of water. I believe that if our system was extended somewhat, and the proper storage capacity was constructed, storage reservoirs were constructed, we might be able in the next five years to get sufficient water. The district east of the Bronx river to-day is absolutely, I might say, in want of water. There is a private company there that I think is incapable of the contract of furnishing the water. I am on record as stating in the board that I believe our water system should be extended east of the Bronx river, and as soon as possible. As to private water companies and private companies of any kind, I am on record on many occasions. I stand now as before upon the platform upon which I was elected, municipal ownership.

Q. Has it not been difficult, in the way the departments are related in the city, for the necessary measures for improvements in your borough to be got through to a finality? A. That has been the fault of the system, I should judge. The fault of the charter. It is a fact that it has been difficult for the borough of the Bronx to get its needed improvements. Up to the present time there has not been anything done. It is owing to, not exactly the charter, but the excuse that was made in the start,

as to the debt limit that interfered with it. But I believe the charter is complex and probably should be changed.

Q. Have you any suggestions that you can make in regard to changes that seem to you should be made and are important? A. Well, I do not want to be speaking personally, or speaking for myself; but I should judge that the powers of the president should be somewhat extended, or else they should be wiped out, one of the two. I believe the borough system ought to be retained. We have not got it, in fact. We have not any borough system. We supposed we had, but we have not. It was the intent of the charter, if you will read the introductory part, to give us somewhat of a home rule; but unfortunately when the charter was completed there was not any such thing as home rule in the charter. We have not any borough system. At least, that is my opinion. If I had my way about it—I am talking for myself personally—I would believe in going back to the system we had before. We had an independent works of our own in the borough. As far as I am concerned, I think each borough ought to have an independent department, which should be in control of all the public works, and one individual be at the head of that, and be an elected officer; the same as we had before in the borough of the Bronx, as represented by the department of street improvements.

Q. Should the moneys for public improvements be raised in the borough where they are to be spent? A. That is a question I am not ready to answer. Of course, in matters of assessment they are. As to general bonds and general affairs, of course that is another question. I would not want to answer that just now.

By the Chairman:

Q. I would like to ask you, in what way would you suggest any modification of the present functions of the borough president? In what particular respect? A. I should judge that as far as some of the powers that are now vested in the municipal assembly, the board of aldermen and councilmen, and the mayor, they should be transferred to the borough president. These minor resolutions that are put through the municipal assembly, which require the mayor's signature, for putting up barber's poles and

things of that kind. There are a great many other things, but I mention that as an incident. I myself believe that the present powers should extend to taking charge of the public works of the borough, and he should be an elected officer. That is, the head of a department of that kind in the borough should be an elected officer.

Q. Is it your judgment that the heads of different departments in the city should be elective rather than appointees of the mayor? A. I believe in the borough system thoroughly, and that the borough officer should be an elected officer. There would not be any separate commissioner.

Q. Have you not considered the question as to whether the borough members should be members of the board of estimate and apportionment? A. Yes, sir. I think they should be represented in the financial board.

Q. You think they ought to be connected with the board of education? A. Yes, sir; I do, to a certain extent, although the board of education is independent of that. It has been at all times; and it is a question in my mind just now whether it should be or not. I think the board of education, or the education department of the city of New York, should be independent. Independent of everything, politics and all. There is no doubt about that. I have no other expression of views to make in regard to any changes that I think ought to be made outside of that which I have stated. I was commissioner of street improvements for five years, and I believe to-day, out of the 250,000 population we have in the borough of the Bronx, you could not get ten men who are not in favor of the system we had there. That built up that district, and I think it is one of the finest things we ever had.

EDWARD D. DOSTER, being duly sworn, testified as follows:

Examined by Mr. Moss:

I was formerly employed on the Croton aqueduct, under the commissioner of public works. I passed into the new administration after the first of January, 1898. My duties were those of keeper on the aqueduct at Dobbs Ferry, the fourth division

of the Croton aqueduct. I found the place where I was put when I went there in a dilapidated condition. It was thoroughly run down in every way. I was put there by Mr. Brookfield after civil service examination. I found the fences along the whole five miles of the Croton aqueduct line were utterly dilapidated. Directly opposite the keeper's house was a sink or gully, filled with old rough buildings, through which the various material that was used on the work was strewed, without any regard to care or order. The house itself was in very bad order, and there was no means of keeping any of the material properly or carrying on the work in a proper manner, with the men I had under my orders. The place had generally run down. It was unhealthy and had been complained of by the board of health of the neighborhood as a public nuisance. I put it in good order. A new barn was built there by men under my orders, at a cost of about \$3,000. The gully through which the stream had before percolated, causing this nuisance, was partly filled in, partly paved, and a gutter made to carry off the water. And new fences were built all along the line, wherever necessary, and also a large amount of routine work, the regular routine work of the aqueduct, building retaining walls and things of that kind was done meanwhile. The principal thing I did, however, was the doing away with this public nuisance, and making a level yard with proper buildings for shops, out of what had been theretofore a mere nuisance. Every man that was appointed on the aqueduct was appointed there by Messrs. McKay and Birdsall, and every bit of material that was used in any of this construction was authorized by them and bought by them. I had no trouble with those gentlemen, my immediate superiors, during the administration of Mr. Brookfield and of Mr. Collis. None whatever. On the contrary, the relations were apparently of the most friendly character. On the 6th of January, the 6th day of the new administration, in 1898, I received orders to meet Mr. McKay, the first assistant engineer of the Croton aqueduct, at the railway station. That was the usual method. There was a telephone in the house through which this order came. At the same time I was notified that one of Mr. McKay's subordinates, Mr. Blake, a transit man, would be there about the same time, with a number of laborers from other di-

visions of the Croton aqueduct. I went to the station to meet Mr. McKay. Mr. McKay arrived and saw me on the platform; contrary to his usual custom, as soon as he saw me he dodged around the station building to try to avoid me. Finding that his way was blocked, however, by a fence on that side, he came blustering up to me and said—I spoke to him first. I said to him, “Good morning, Mr. McKay. From the preparations that are being made on the aqueduct, I should judge you are going to set all my goods and chattels out on the sidewalk.” He replied profanely. It was of the vilest description. He called me the vilest name in the English language, and told me he did not want to know—he did not want to have any communication with me at all. I then asked him whether he would ride up the hill in my wagon. The aqueduct the city paid for this carriage; and it was his custom to ride up from the station with me. The carriage was waiting, and he refused that. He started up the hill. I walked along by his side up the hill, he still continuing to call me names, and his story was principally this: “You —— —,” the vilest expression in the English language—“General Collis is not here to protect you now. We have a new rule in this city, and I want to see who is going to be boss around these parts. I mean to run things here.” I asked him in what way I had been running things without his consent before. His only answer was that he didn’t want any of my lip. We then got to the top of the hill; and I believe I said that this bombardment of billingsgate continued all the way; and he gave orders then that the whole of the interior of this barn should be ripped out. He went into this barn. He said, “Here, rip out this; tear that to hell out of here. Knock this thing galley-west. I want this whole thing changed around. No more of things as they are here.” Mr. Blake, the transit man, asked him in a deprecating voice where some of these buildings were to go to. He answered, “Oh, take them to hell out of here. Take them anywhere.” I, of course, during this whole time, was merely following around, watching the play of the lightning. These orders comprehended or included the moving of a cesspool which had—a privy, that is to say—which had been removed from the rear of the keeper’s house. He ordered that it should be taken back to the same place again. It was one of those old-fashioned affairs that smell

unto the heavens; and I had in the course of my improvements taken it away from back there, and moved it far away from the house, and from other habitations for the men. He ordered this to be put back very nearly on top of the house. I am speaking of my living house, so as to make that place as inconvenient and disagreeable as he could. The whole of these changes that he made there, according to estimates that I made at the time of the outlay upon them, previously, would come to between twelve and fifteen hundred dollars. I mean to say that by his orders and by his profane direction, twelve or fifteen hundred dollars of city property were ripped out and destroyed to show me that Collis was no longer boss, and that a new administration was running things. That was the reason given—my clothing, and the clothing of my dead child was taken and thrown out into the mud; and generally upsetting everything. Then I was put under orders which practically made me a prisoner at that place. I was forbidden to leave the place. I was compelled to drive about here and there to points far distant, upon errands of no consequence, and kept on that kind of work until my spirit was driven out of me and I was compelled to resign. At the time of this raid, Mr. McKay visited the former occupant of my position, and informed him, so he told me, that he had been picked out as my successor; that he needn't worry about anything; that he was backed for my job. Those were the words, I believe. He subsequently got it when I resigned. I had my wife with me and I took her away and moved my family away from there, to avoid trouble. And left the employ of the city. And left the administration to smash the property if it wanted to do so; full liberty. I can say further, the day before yesterday I revisited this place, and I found that almost all the things which I had made there had been returned to their former uses. I neglected to say that one of Mr. McKay's changes was that this building which I had made as a barn, had been erected by his orders, and Mr. Birdsall's orders, as a storehouse for city property. I find now, when I returned there, that it is no longer a storehouse for city property, but is once more a barn, which was what I had constructed it for. I did find that supplies were purchased that were not needed. Some matters of that kind, yes, sir. Things that I did not ask for were sent up there. There was a large stock of cement on the place when I

was there. None was needed, but some was sent there very shortly after I reached there. It was used subsequently. A part of it was used subsequently, yes, sir.

By Mr. Hoffman:

Mr. McKay was in my department during the term of Commissioner Brookfield and Commissioner Collis. Not during the whole of that time. During a part of it. Cement was used on the work. Cement was necessary. Oh, not more than the 50 barrels that I found on the place. It was always necessary to have some cement on hand. I could not say at what time it might be necessary to use it.

Mr. Moss.—It appeared in the testimony that Mr. McKay was removed by General Collis, and was restored by the court, upon the ground that only Mr. Birdsall could discharge him.

By the Chairman:

Q. Cement material loses its value in time? A. It does. This cement became almost unusable by the time it was necessary to use it.

JAMES W. PRYOR, being duly sworn, testified as follows:

Examined by Mr. Moss:

I am the secretary of the council of the City club. My club made a special inquiry into the matter of the waste water in cities. In the summer of 1897, a committee of the club made such an inquiry. It consulted with eminent engineers, with Colonel Waring, General William Ludlow, Mr. George F. Beacon of England, and after the report had been prepared, with Lord Kelvin. The substance of our investigation was printed in this pamphlet which I have just handed to you. I should add that our attention was called to this subject by Mr. James R. Bayles, who is a well-known civil engineer of this city, and vice-president, or one of the vice-presidents of the Engineers' Club.

Q. I call your attention to several of the statements in this pamphlet: "The loss of water in the city of New York due to leakage and preventable waste is perhaps more than half of the

total quantity of water flowing through the mains." Was that the consensus of opinion of the gentlemen you have mentioned?

A. Yes, sir.

Q. (Continued) "2. The process of determining the amount of this loss, the exact location of leaks, and the buildings in which water is wasted is a certain and scientific process, which has been applied successfully in many cities." That was their determination? A. It was.

Q. "3. An average of twenty-five or thirty gallons a day for each person represents an abundant supply for all purposes, including the inevitable waste not due to leaks in the system." The same answer? A. That was the conclusion of the committee, but possibly the average of the conclusions of the gentlemen whom I have named would be a little more than that. Perhaps thirty-eight or forty gallons.

Q. Then, if these assertions are correct, the present water supply of the city, which is stated by the department to be 225,000,000 of gallons a day, with a reserve of 150 days' supply, is enough for a population of at least six million. A. That was their judgment.

Q. And you determined with your advisors, that in all probability there were great leaks in the water system of the city, and that by a process that has been applied in the city of Liverpool those leaks could be ascertained and definitely located? A. Yes, sir. That there was no possible doubt there were many serious leaks in the underground system and mains, and that they could certainly be detected by the application of this simple and inexpensive method.

Mr. Moss.—I offer that statement in evidence:

WHY THE CITIZENS OF NEW YORK SHOULD RESIST
AND DEFEAT THE RAMAPO WATER SCHEME—
PRESENT SUPPLY AMPLE—STOP THE WASTE—IS
SUED BY THE MUNICIPAL GOVERNMENT COMMIT-
TEE OF THE CITY CLUB OF NEW YORK, AUGUST,
1899—PREVENTABLE LOSS OF WATER.

(Reprinted from a pamphlet entitled "The Recent Administration of the Department of Public Works," published by the City Club of New York, September, 1897.)

In the recommendation and the policy of the department of public works as to the water supply of the city, is found, perhaps, the most conspicuous illustration of the need of constant and intelligent employment of the best available engineering talent in the work of this department. Business ability and official zeal, necessary though they be, will not suffice to secure the best results.

In the report of the commissioner for 1896 we find the following statements:

"The storage capacity of the Croton watershed, which in my opinion is the most perfect system of husbanding water for the needs of a dense population existing in the world, has been increased from 17,579,000,000 gallons in 1894 to nearly 39,000,000,000 in 1896. * * * As the daily consumption of water averages about 225,000,000 gallons, it will thus be seen that we have on hand at least 150 days' supply. * * * With this abundance of water, I regret to say that its distribution is not yet perfect. There is not sufficient pressure to force the supply to the upper floors of ordinary residences in some localities, without the employment of auxiliary force by residents to pump water to receiving tanks on the house tops. * * * We are, however, making fair progress in this direction.

"Our people consume 110 gallons per capita per day. The enormous increase of 39,000,000 gallons in the daily rate of consumption in one year is partly accounted for by the opening of outlet gates at the distributing reservoirs, so as to operate the large distributing mains to their fullest capacity and increase the pressures of the central and lower part of the city, by the operation of the new high-service works and by the more liberal allowance and use of water for street cleaning and other public and sanitary purposes. A considerable part of the increase, however, is due to needless waste in buildings. The measures to check such waste by extending the use of water meters where their use can be enforced, and by house inspections, are continually extended. * * * If the consumption and waste of water cannot be further checked, it may in less than ten years reach the extreme limit of the capacity of our present sources of supply, and the city will have to find other additional sources."

All New Yorkers are familiar with statements similar to those made by the commissioner. They have been educated in the belief that only great extensions of the city's water system, involving the expenditure of many millions of dollars, could insure to the city the continuance of an abundant supply of water. The citizens have, perhaps, permitted themselves to be deceived.

After careful inquiry, the City Club finds the highest technical authority, reinforced by many practical instances, for the following statements:

1. The loss of water in the city of New York due to leakage and preventable waste is perhaps more than half of the total quantity of water flowing through the mains.

2. The process of determining the amount of this loss, the exact location of leaks and the buildings in which water is wasted, is a certain and scientific process, which has been applied successfully in many cities.

3. An average of twenty-five or thirty gallons a day for each person represents an abundant supply for all purposes, including the inevitable waste not due to leaks in the system.

If these assertions are correct, the present water supply of the city, which is stated by the department to be 225,000,000 gallons a day, with a reserve of a hundred and fifty days' supply, is enough for a population of at least six million.

It follows, therefore, that our anxiety about our water supply for the future is superfluous; that we have plenty of water to maintain a reasonably high pressure throughout the system, while furnishing an ample supply for the cleaning of streets and the flushing of sewers; and that, as the population increases, the city can get increased revenues from greatly reduced water charges, thus reducing materially the burden of taxation upon the citizens. The significance of these statements in relation to the vast expenditure for the new water works now in process of construction is a subject to which tax payers and rent payers may well turn their attention.

Mr. George F. Deacon, C. E., one of the highest living authorities upon the subject of water supplies of cities, has developed and applied a system which has been used with much success in preventing leakage and waste of water in many cities and towns in England.

In 1873 the supply of water in Liverpool was so insufficient that it was sometimes necessary to limit the flow to a very few hours each day, and at no time was the flow maintained for more than twelve or fourteen hours of the twenty-four. Under these conditions the apparent consumption was about $27\frac{1}{2}$ * gallons a day for each person in the city. By way of experiment, a constant supply was given for a time, with the result that the apparent consumption amounted to 40 gallons a day. In this emergency Mr. Deacon, who was then chief engineer of the Liverpool water works, addressed himself to the problem of discovering and preventing the waste of water. The result was the invention of the differentiating meter system, commonly called the Deacon meter system. This system, in its full development, will detect with accuracy very small leaks and sources of waste. It was gradually extended, district by district, over the city of Liverpool, until at the end of 1875 the whole city was covered, and the work was so far completed that a constant supply of water had been restored, with less expenditure of water than formerly, notwithstanding a large increase of supply for trade purposes. From that time, for two or three years, the apparent rate of supply continued to decrease and the pressure to increase, although the amount of water actually used by the people had been greatly increased.

In 1877 Mr. Deacon projected the great scheme for drawing Liverpool's water supply from the river Vyrnwy in North Wales. This work, involving the largest artificial lake and the largest aqueduct in Europe, was begun in 1880 and completed in 1890, at a cost of £23,000,000 sterling. In the meantime, the proceeds of the water saved and sold by the city had reached an annual amount which was equal to the interest upon £1,500,000, at the rate of which Liverpool could borrow money. In other words, the water saved paid practically about two-thirds of the cost of the new water works.

With the present constant and abundant supply, Liverpool uses about $27\frac{1}{2}$ gallons for each person.

The principal of the Deacon system is simple, although it is susceptible of refinements of more or less complexity. It may be described as follows:

*U. S. gallons throughout this article.

A recording meter of special design is placed upon a distributing main which supplies a limited number of persons, usually about two thousand. This meter records upon a diagram a line indicating the rate of flow at each moment of the day or night. Water wasted or lost through leaks flows steadily, and the record of this regular flow, taken alone, would be practically uniform. The intermittent flow, caused by the drawing of water at different times upon the line of main, is very irregular, and leaves a record of corresponding character. Examination of records made at different hours, and extended, perhaps, over several days, will show the amount of legitimate use and the amount of constant flow, which, as a rule, represents leakage or waste. If the district under observation contains subsidiary stop-cocks, these may be closed, one by one, at an hour of the night when no serious inconvenience will result. The inspector who does this takes a note of the precise moment when each stop-cock is closed, and at the same moment the recording meter records the corresponding change in the rate of flow. The inspector has not access to the recording meter; but his report and the readings of the meter are examined and compared by the superintendent of the system. If the house services have stop-cocks accessible from the street, waste of leakage in any house may be thus detected. By means of a stethoscope in the form of a solid rod of steel, applied to those stop-cocks, the flow of water into the houses may be detected, and the rate may be determined approximately. If the final result of the observation of the district is to indicate leaks in the underground pipes, the exact location of the leaks may be determined by means of a stethoscope similar to that used upon house services. In the case of underground pipes, however, it is necessary to use a rod armed with an auger, with which a hole may be bored in the ground, so as to establish connection with the pipe under observation. It is not necessary that the recording meter should be of the full size of the distributing main. In many cases it will serve to place the meter upon a small by-pass.

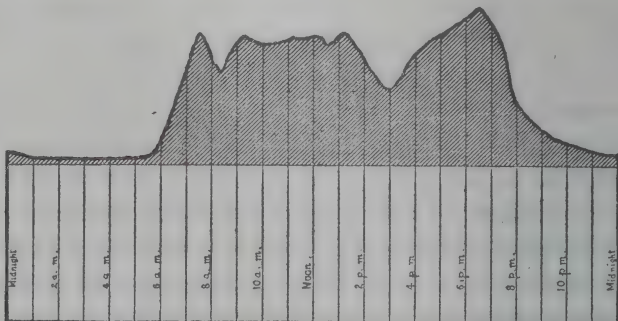
Mr. J. Parry, one of the engineers of the Liverpool water works, reports that the present daily consumption of water for each inhabitant of that city may be stated about as follows:

	Gallons.
For trade purposes, by meter.....	6
For miscellaneous trade purposes and sanitary uses.....	3½
For domestic purposes, shops, offices, restaurants, hotels, warehouses, public buildings, etc., and all waste.....	18
Total	27½

Mr. Parry says:

"There is probably no modern city in which the legitimate demands for water and the facilities for using it are greater than in Liverpool. Water closets are generally used, and baths are provided in all houses of more than £18 rental value. Public baths and wash houses are provided to a larger extent than in any city in the country. Public drinking fountains are numerous, and water is freely used in flushing sewers and drains and in street sprinkling."

As the result of applying Mr. Deacon's test to the water systems of a number of English cities and towns, Sir Frederick Bramwell constructed and presented to the British Institution of Civil Engineers in 1894 the following diagram, which shows the relation between consumption and waste of water in those cities and towns.



SIR FREDERICK BRAMWELL'S DIAGRAM SHOWING THE AVERAGE RATIO BETWEEN QUANTITY OF WATER USED BY CONSUMERS AND QUANTITY LOST, IN A NUMBER OF ENGLISH CITIES AND TOWNS.

In this diagram the area of the white rectangle represents the quantity of water wasted, including leakage, during 24 hours. The water passing into buildings, and there used, however lav-

ishly, is represented by the irregular shaded figure above the white figure. The vertical lines show the rate of use and of waste for each hour in the day. The waste is in the form of a steady flow, not varying from hour to hour. The rate of use varies at different hours, as indicated by the length of the vertical lines in the irregular figure. At 6 a. m. the use line rises sharply, and up to noon averages about seven-eighths of the water. Only for about an hour, from 6 to 7 p. m., are use and waste approximately equal. After 7 o'clock the use drops until between 8 and 9 p. m. it is only about one-half the ground waste. The area of the irregular figure is almost exactly half of the area of the rectangle—that is to say, waste is two-thirds of the whole quantity of water supplied. To many of the cities and towns represented in the diagram the Deacon system has been applied and always with an enormous resulting saving of water.

The assumption that the condition of New York water mains is not better than was the condition of the Liverpool mains before they were subjected to inspection by the Deacon method is not a violent assumption. The great age of many of our water mains, the enormous number of excavations made near the mains, the presence in the soil under many streets of at least one pipe system which creates conditions favorable to leaks, the inherent probability that mains laid under the political conditions which prevailed before 1895 were poorly laid—all these combine to produce reasonable certainty that our system of water pipes, which has not been tested, is not in better condition than those of Liverpool and the other English cities in which the Deacon test has been applied. It is interesting to observe that the commissioner of public works reports that in 1896 the department repaired 8,359 fire hydrants, 1,492 stop cocks and 1,047 leaks in water mains. Presumably these leaks had declared themselves by some external indications and did not belong to the large and equally industrious class of leaks which can be found only by systematic search. The present purpose is not, however, to convince citizens of the amount of New York's water waste; the purpose is to make it clear that the municipal authorities ought to avail themselves of well known methods of preventing leakage before they suggest the expenditure of millions for additional water works,

Mr. George F. Deacon, C. E., formerly chief engineer of the Liverpool water works, in his address as president of the Sanitary Institute of Great Britain in 1894, said:

"All town supplies of water are divided, as we now know, into two separate parts:

"1. That part which reaches the water fittings and is actually made use of or wasted by the consumer.

"2. That part which leaks out from the pipes, joints and fittings, and may do evil but cannot possibly benefit any one.

"Experience of a large number of water supplies in this country and abroad has satisfied me that, on the average, the second division—that is, water lost by leakage—is the larger of the two."

In summarizing the results of his work in Liverpool, Mr. Deacon said:

"Of such a change in so short a time Liverpool might well be proud, but when it is known that after paying all the expenses of that change, none of which were charged to capital, a great revenue has been derived from the sale of water formerly lost through the leakages of which I have spoken, there is cause not only for pride but jubilation."

Mr. William Hope, C. E., in a paper on the "Waste of Water in Public Supplies and its Prevention," read before the British Institution of Civil Engineers in 1891, says:

"The fact that a large portion of the whole quantity of water in most public supplies is wasted, without the knowledge of the water authorities or the consumers is as incontrovertible as it appears to be difficult to conceive. * * *

"Even now a majority of the water undertakings of this country lose by leakage one-half the total quantity of water supplied from the source. The proportion is often higher, and rises in many cases to three-fourths or more, while in comparatively new countries, such as America, Australia and New Zealand, the proportion so lost is still greater. * * * Of large-sized underground leaks discharging through self-made channels into sewers and drains, previously unknown examples are now frequently discovered by the waste-water meter system. They have been detected of almost every size, even up to constantly flowing quantities sufficient for the supply of 2,000 to 3,000 houses."

The annual report for 1883 of Lieut.-Col. William Ludlow, U. S. Engineers, as chief engineer of the Philadelphia water department, contains the following statement:

“In general, waste may be classified under three heads:

“First. Leakage from the pumping or distributing mains or reservoirs.—The amount of this, with good administration, is comparatively small, as precautions are taken to make the reservoirs tight, and the mains are carefully laid and are much stronger than is needed to withstand the actual pressure to which they are subjected.

“Second. Loss from defective service pipes* and faulty plumbing appliances.—The waste from this cause is very large. Plumbing in Philadelphia has not been subject to any real supervision nor is there any effective discrimination between good and bad workmanship, or much attention to making repairs when needed.

“Third. Loss from careless or wilful opening of taps and faucets.—It is this cause to which, perhaps, the largest part of the waste is due, and which would not exist if consumers were as careful in the use of water which is paid for at an annual rental as of gas for which they pay by the cubic foot.

“In fixing the standard of an adequate supply it is necessary to rely upon the experience and statistics of cities where the subject has been carefully investigated, and in especial those in which the local conditions are, as nearly as may be, analagous to our own.

“The European cities in general are content with a daily supply which we should consider absurdly inadequate—as Vienna and Berlin with a daily allowance of 15 or 18 gallons, or St. Petersburg with 22 gallons. In Paris, however, where, although the domestic use is limited, large amounts are used in keeping the streets clean—the daily consumption is about 42 gallons per capita. In the principal cities of Great Britain the supply averages from 35 to 40 gallons per head; and in London, which, in its general features, approaches perhaps more nearly than any other to those of Philadelphia, the daily supply is about 31½ British or 37½ United States gallons.

*These include the connections of the service pipes with distributing mains; and at these connections, as investigation has shown, a large part of the leakage in the average water supply takes place.

“On the whole, the English engineers estimate that 35 United States gallons per head of population is an ample supply for all purposes, domestic, industrial, sanitary and protective, and this estimate is justified by the experience of American cities in which the matter has been intelligently investigated. Prominent among these is Providence, a city having a large population, as well as extensive manufactories, where for several years past the average supply has been from 30 to 35 gallons per head.

In Boston, where the water question has occasioned great anxiety, as the consumption has reached and overpassed the capacity of the plant to meet it, it has been clearly shown by actual tests that of the former 95 gallons per head at least 50 per cent. was wasted. Similar estimates are made by the New York engineers, where, again, the increasing demand is in excess of the capacity of the Croton aqueduct, and the problem of the future is a pressing one.

“In general, in all American cities where the subject has been examined, the estimates of waste are from 25 to 75 per cent. of the total supply. It may be assumed, then, with much confidence, that 40 gallons per day per head of population is an ample amount for all purposes, and an estimate of the magnitude of the waste in Philadelphia may be reached by comparing this figure with the average daily pumpage.

“The total pumpage for the year 1883 was 25,182,775,641, which gives a daily average of about 69,000,000, equivalent to very nearly 70 gallons per day per head. If may, therefore, be considered that of these 70 gallons, 40 gallons, or 57 per cent., are used, and 30 gallons, or 43 per cent., are wasted, and these proportions cannot be far from accurate.”

Colonel, now General, Ludlow, in answer to an inquiry from the City Club, says:

“The main point in the matter is this: That every one of these sources of waste is capable of exact ascertainment and precise location of responsibility in every case.

“The Deacon, or a similar method, will fully exploit the condition of the mains—in other words, the distributing system. House to house inspection will locate the excessive flow of water through the service pipes, indicating leaks in them or in the fixtures connected with them; the same also with the excessive running of faucets, etc.

"I have no information myself as to what may be the actual conditions existing in New York city, but substantially there would be no difficulty in making a thorough investigation and correcting all the abuses that were discovered. Mains could be made tight, service pipes could be renewed or repaired, improper fixtures could be replaced and the excessive running of water in a given establishment could be corrected by the use of meters. There is no doubt that New York must face this problem, exactly as other cities have had to, with similar results, doubtless, to those reached in Liverpool and elsewhere, where waste is stopped, the service vastly improved, expenses reduced, an enormous surplus of supply immediately created and an important revenue derived by making water users pay for what they use."

Of average American practice in water works engineering, the late Col. Geo. E. Waring, Jr., having especial reference to the conditions now existing in Brooklyn, says in an article in *Harper's Weekly*:

"The distributive system of every large water supply in America is a sieve. Water is poured in at the source and dribbles away at a thousand points. Every leak, like every open faucet, weakens the head, until where water flowing through tight pipes would reach top floors, it now runs with little force at the ground level. Water works are not constructed for the sub-irrigation of the site of a town, but that is their general and increasing function. Whatever else may happen, the underground leak may be depended on 24 hours in the day and 365 days in the year. It may also be depended on to increase as time goes on and as the demand for water grows. Underground leaks rarely close up with use. They grow larger rather than smaller, and if more head is put on at the beginning of the pipage to get more head at remote points every leak will be made to run the faster in consequence."

Q. Now, beyond these general conclusions, which were arrived at scientifically by the gentlemen who were called into consultation by the Citizens' club, have you not learned of matters in the city of New York where the water has been seen—where the evidences of leakage have been found—large leaks? A. We heard of several such cases during our investigation. I do not remem-

ber specifically about any of those cases except that of the New York athletic club. It was said that at the time of the making of the excavation for the foundation of the new house of that club a large flow of water was unearthed, and that that flow, which at first was supposed to be due to a natural spring, from which the club was to derive its water for its swimming bath, issued in reality from a broken main; and we have heard of several cases in the city where broken mains have been discovered, in building operations, from which large streams were issuing. I think we did hear of a case of the discovery of a six-inch main, which was supposed to be shut off, being open at the end, and that it had been discharging, nobody knew how long, down on the east side but I don't remember just where that was or the particular details.

Q. There is a diagram on the twelfth page of your pamphlet which I would like to ask you to explain to the committee? A. This is a diagram prepared by Sir Frederick Bramwell, a well-known English engineer, and presented by him to the British Institution of Civil Engineers in 1894. The diagram shows the average result of the scientific observation of the waste of water in a considerable number of English cities and towns, most of them places of some size. We were unable at the time of our investigation to find out exactly how many towns had been considered in making up this diagram, but we were led to believe by Mr. Deacon that the number was probably about forty. Mr. Deacon said that at all events the observations had been sufficient to make a safe generalization. This diagram shows a rectangle in the lower part and in the upper part a shaded, irregular figure. The respective areas of those two parts of the diagram represent first (that is, the lower rectangle), the regular flow of water into and through the mains; and the upper part represents the irregular flow; the whole diagram representing the total flow through the mains. Now, the regular flow, the amount of water which does not vary day by day, or between the night and the day, must necessarily represent the leakage, because all use is more or less irregular; and the irregular part of the diagram represents the amount used. This is fully explained in the text of the pamphlet. The area of each of these diagrams, or parts of the diagram representing the different amounts of

water, will show just what proportion is borne by the waste to the total use. That is found to be about two-thirds.

Q. That is, the flow which continues through the night and at all times, as shown on the diagram there, is that which may be attributed to leakage? A. To leakage. That is the flow which does not vary, and the flow which does vary is only one-half as much or one-third of the whole. This is, as I say, as to a considerable number of cities and towns. In cities which have been examined, and most of which have newer water works than ours, that leakage has been found scientifically, and in many cities on that account the Deacon system or similar systems are used for the purpose of stopping the leaks.

Q. Does it not occur to you that if we have a great amount of leakage going on in the reservoirs and the underground pipes, paying no attention to them, but going up into the country and constructing immense reservoirs and storage systems, it is like trying to fill a barrel with the bung hole open? A. That is precisely the case.

Q. You can keep the barrel full by poring immense quantities in? A. Yes, sir.

Q. But there must be an immense quantity poured in over the top to overcome the loss at the bung hole? A. Yes, sir. That is a perfectly fair illustration. The higher you raise the water in the barrel by pouring the water in, the faster it will run out at the hole. The greater the pressure, the greater the leakage. And the same the deterioration of the system which is leaking.

Mr. Mc [redacted] Right here I will call especial attention to the evidence of James R. Croes, already put in evidence. What Mr. Pryor has been telling us is the result of general scientific observation. What Mr. Croes tells is from a consideration of our immediate system. He says: "Whether it is possible to put the greater pressure on the pipes in the lower part of the city below Forty-second street is very doubtful. The quantity of water drawn through the pipes at the present time is so great and out of proportion to the number of consumers and is moreover increasing so rapidly and out of proportion to the increase of population that it cannot be attributed to any other cause than defects in the distribution system.

"Any system of pipe distribution is subject to deterioration. The rate of this deterioration per annum is very light during the first 20 or 30 years of the life of the pipes, but after that period increases in a rapidly increasing ratio. Cracks will occur in pipes, pipes will become corroded until small orifices occur through which water escapes, and joints will leak from settlement or other causes, producing a large discharge of water into the ground, but not sufficient to show at the surface unless a break actually occurs. This underground leakage, which is not visible at the surface, takes a large amount of water out of the pipes and causes an apparent increase in consumption, which is really nothing but an increase of waste due to the natural progress of the deterioration of the pipes. This view of the matter is in accordance with the experience of all large cities, and in this instance is sustained by the consideration of the facts as they exist in New York and Brooklyn now. The main portion of the New York distribution system below Forty-second street is now 57 years old. The increase of population of the city is at the rate of 2.7-10 per cent. per annum. The increase of consumption of water is at the rate of 7.5-10 per cent. per annum, or 4.8-10 per cent. greater than the increase of population. The water works of Brooklyn are 40 years old. The rate of increase of population is 3.6-10 per cent. per annum and the rate of increase of consumption of water is 6.1-10 per cent. per annum, a difference of 2.5-10 per cent. per annum. This indicates that the rate of increase of consumption increases with the life of the pipe system. The actual consumption of water in New York city at this time is nearly double what is required for all legitimate purposes, and reasoning from analogy and from the experience of other cities, this excess of consumption is due mainly to the deteriorated condition of the older portions of the distribution system. To increase the head of water on this deteriorated and leaky distribution service would increase the waste and hasten the deterioration.

"The remedy for this condition of affairs is to be found in the systematic inspection and repairing of the distribution system, particularly in the lower part of the city, and there is no reason to doubt that such an inspection, systematically and scientifically undertaken, would result in a very great diminution of the waste

and consequently an apparent increase in the amount of water supplied to the city.

"In making provision for an increased supply, the first step, therefore, is to stop the flow of water into the ground from the pipes, which would have a more certain and durable effect than the impounding of additional water above the Croton dam."

AUGUST HOEBERMAN, called as a witness, being duly sworn and examined by Mr. Moss, testified as follows:

I am a builder. I have done a good deal of concrete work, concreting cellars. I know of a large leak over on the east side of the reservoir in Central Park. It leaks right through, all joints busted and cracked. I found that the east side of the reservoir was leaking. I found it out. Am in the concreting cellar business, artificial stone work. I was called on to make some cellars waterproof at Eighty-ninth street, H. E. Cory's stable; also Mr. Graham's, Eighty-ninth street and Fourth avenue. Graham's was a large hotel. I found that all the cellars down in that neighborhood had water in them. That is not made ground; it is rocks. When I was called to Mr. Cory's place it was for violations for cellars under water from the board of health, building department, sewer department and water department. All on account of water in the cellar. They had not been able to locate the leak. I did it myself by my experience. I found the water running in. That water was tested. The board of health tested it. They determined it to be Croton water. I drained around the building with brick sewers, and let the water which came down from Central Park into the main sewer. It is running there now. It has been running since 1891. I did do that with another cellar, corner Eighty-ninth street and Eighth avenue. This is a picture of the building mentioned where I drained the cellar. There is three buildings there (photograph marked No. 1). I have shown in pencil there where I made the drain. You can lift that flagstone up and look down and see the drain and water in it now, and this is a photograph of the drain itself (marked No. 2). That is, I lifted the flagstone and took a photograph down. That photograph was taken

last week. The drain is still there operating. This photograph shows a section of the reservoir which I am talking about (marked No. 3). (Another photograph shown witness). This does also (marked No. 4). This photograph marked No. 5, shows the inner wall of the reservoir, and shows some of the cracks through which the water runs (marked No. 5). That photograph was taken last week. The cracks is all joints, all open, and underneath the water too. The cracks which appear in the picture are above the water, but they are not below high water line. The line underneath the wall is the water line. The water does not rise above these cracks because the water would run out as fast as it runs in. Fast as it rises, yes, sir. There are cracks underneath the surface of the water. That is another picture of the interior wall, the same one, showing the cracks, showing them plain through the water. You can see them through the water there. This picture was taken last week (marked No. 7). That is an excavation in Eighty-ninth street, within 100 feet of Fifth avenue. That picture shows the water trickling down the sides of the excavation. Right here, and there. That shows a barrel lying in the water. That is Croton water. Another photograph that was taken last week. The same wall, the same building, the front part of the building (marked No. 8). That is full of water; it shows the marks here. There are the marks where the water trickled in, 21 inches high; 21 inches above the water. There is the water running in and a man pumping it out, and the cellar bottom is full of water, and that is the same kind of water I drained away from Mr. Cory's stable in 1891.

AUGUSTUS T. DOCHERTY recalled.

I am the secretary of the fire department. There are in the department on the uniformed force 2,326 men, I think it is, in the boroughs of Manhattan, the Bronx, Brooklyn and Queens. I don't include the borough of Richmond. We have a volunteer department there.

Q. You have been required to bring a true statement, showing the trials of members of the fire department since January 1,

1898, for intoxication, or being under the influence of liquor, absent without leave, neglect of duty, and of their disciplinary and other serious offenses, giving dates of trial and judgment, name of defendant, nature of offense, judgment and punishment, also the reports of medical officers upon certain members of the force. You have produced these papers, Mr. Docherty, and do these comprise the statements of the trials and judgments upon members of the force? A. Yes, sir, during that period.

Mr. Moss—I offer these papers in evidence.

TRIALS, BOROUGH OF MANHATTAN AND BRONX.

JANUARY 5, 1898.

Fireman first grade, Patrick H. Halpin, Engine Co. 19. "Absence without leave." Fined 2 days' pay.

Fireman first grade, Daniel W. Price, Engine Co. 18. "Absence without leave." Fined 2 days' pay.

Fireman first grade, Edward Goodchild, Engine Co. 10. "Absence without leave" (4 specifications). Ordered to be examined as to condition by the medical officers. Charge placed on file and resignation accepted January 14, 1898.

Fireman first grade, William H. Weise, Hook and Ladder Co. 21. "Absence without leave." Charge placed on file. (Dismissed the service November 18, 1898.)

JANUARY 12, 1898.

Fireman second grade, Frederick W. Green, Hook and Ladder Co. 10. "Absence without leave." Fined 5 days' pay.

Fireman first grade, Thomas J. Tobin, Hook and Ladder Co. 10. "Absence without leave." Fined 1 day's pay.

Fireman first grade, James McNulty, Engine Co. 4. "Absence without leave." Fine 2 days' pay.

Fireman first grade, James W. Merry, Engine Co. 5. "Absence without leave." Fined 3 days' pay. (Dismissed the service November 18, 1898.)

Fireman second grade, Charles M. Byrnes, Hook and Ladder Co. 18. "Absence without leave." Excusable under the circumstances.

Fireman first grade, Wm. E. Lawrence, Hook and Ladder Co. 5. "Under the influence of liquor." Excusable under the circumstances.

Fireman first grade, Daniel Duggan, Engine Co. 4. "Absence without leave." Fined 10 days' pay.

JANUARY 19, 1898.

Fireman first grade, John A. Fitzgerald, Engine Co. 26. "Under the influence of liquor." Fined 10 days' pay.

BOROUGHES OF BROOKLYN AND QUEENS.

JANUARY 28 1898.

Fireman first grade Edward Lynch, Engine Co. 9. "Absence without leave." Two charges. Fined 2 days' pay.

Fireman first grade, Joseph Barrett, Engine Co. 4. "Conduct prejudicial to good order." Fined 1 day's pay.

Engineer James Butler, Engine Co. 24. "Absence without leave." Reprimanded.

Fireman first grade, Patrick P. Marshall, Engine Co. 4. "Conduct prejudicial to good order." Fined 1 day's pay.

Fireman first grade, John T. Neary, Hook and Ladder Co. 11. "Intoxication." Fined 5 days' pay.

Fireman first grade, Francis J. Connolly, Hook and Ladder Co. 2. "Intoxication." (First offense.) Severely reprimanded.

Fireman first grade, Thomas Miller, Engine Co. 6. "Disobedience of orders." Fined 1 day's pay.

Fireman Stephen F. O'Leary, Engine Co. 38. "Intoxication." Fined 2 days' pay.

Fireman first grade, John J. Walsh, Engine Co. 49. "Intoxication." (First offense.) Fined 2 days' pay.

Fireman Hugh F. Farrell, Engine Co. 7. "Intoxication." Fined 2 days' pay.

BOROUGHES OF MANHATTAN AND THE BRONX.

FEBRUARY 2, 1898.

Fireman first grade, Martin Butler, Engine Co. 19. "Absence without leave." Fined 3 days' pay.

Fireman first grade, John J. Abberton, Hook and Ladder Co. 7. "Absence without leave." Excused.

Fireman first grade, Thomas F. Rice, Engine Co. 18. "Absence without leave." Fined 7 days' pay.

Fireman first grade, Robert McDonald, Engine Co. 33. "Absence without leave." Fined 2 days' pay.

Fireman second grade, Emanuel Trakoval, Engine Co. 28. "Neglect of duty." Fined 1 day's pay.

FEBRUARY 9, 1898.

Fireman first grade, Christopher Kenny, Hook and Ladder Co. 10. "Neglect of duty." Fined 1 day's pay.

Fireman first grade, Edward S. Sweeney, Hook and Ladder Co. 10. "Neglect of duty." Fined 1 day's pay.

Fireman first grade, Frank Schnepf, Hook and Ladder Co. 7. "Neglect of duty." Fined 1 day's pay.

Fireman first grade, John Ferris, Hook and Ladder Co. 7. "Neglect of duty." Fined 1 day's pay.

Fireman first grade, John S. Mulster, Hook and Ladder Co. 4. "Absence without leave." Fined 10 days' pay.

Fireman first grade, James A. McCormick, Engine Co. 19. "Under the influence of liquor and absent without leave." Warned if again found guilty of similar charges he would be dismissed. (Died June 2, 1898.)

FEBRUARY 16, 1898.

Fireman first grade, Bernard J. Coyle, Engine Co. 19. "Absence without leave." Fined 1 day's pay.

Fireman first grade, Geo. A. Hannon, Hook and Ladder Co. 18. "Neglect of duty." Fined 5 days' pay.

Fireman first grade, Michael Donovan, Engine Co. 12. "Absence without leave." Fined 1 day's pay.

Fireman first grade, Daniel J. Drew, Engine Co. 32. "Absence without leave." Fined 10 days' pay. (Died April 1, 1898.)

Fireman first grade, Thomas J. Tobin, Hook and Ladder Co. 10. "Absence without leave." Fined 3 days' pay.

BOROUGHES OF BROOKLYN AND QUEENS.

FEBRUARY 16, 1898.

Fireman George Clark, Hook and Ladder Co. 6. "Absence without leave." Reprimanded.

Fireman James A. Light, Engine Co. 28. "Conduct prejudicial to good order." Fined 1 day's pay.

Foreman James Gannon, Engine Co. 9. "Violation of section 7, chapter 12." Fined 5 days' pay. (Retired June 9, 1898.)

Fireman Florence P. Crowley, Engine Co. 24. "Absence without leave." Reprimanded.

Fireman Samuel G. Elliott, Engine Co. 28. "Conduct prejudicial to good order." Fined 1 day's pay.

Fireman John M. Ferguson, Hook and Ladder Co. 10. "Conduct prejudicial to good order." Reprimanded.

BOROUGHES OF MANHATTAN AND BRONX.

MARCH 9, 1898.

Fireman second grade, Frederick W. Green, Hook and Ladder Co. 10. "Absence without leave." Fined 5 days' pay.

Fireman fourth grade, James T. Keeling, Engine Co. 16. "Neglect of duty." Fined 1 day's pay.

Fireman first grade, John F. Reilly, Engine Co. 37. "Neglect of duty" and "under the influence of liquor." Fined 11 days' pay. (Dismissed the service June 2, 1898.)

Fireman first grade, George Halloran, Hook and Ladder Co. 9. "Absence without leave" and "under the influence of liquor." Fined 11 days' pay.

Fireman first grade, Daniel J. Drew, Engine Co. 32. "Neglect of duty" and "absence without leave." Fined 10 days' pay and warned. (Died April 1, 1898.)

BOROUGHES OF BROOKLYN AND QUEENS.

MARCH 11, 1898.

Fireman first grade, John S. Neary, Hook and Ladder Co. 11. "Absence without leave." (Nine charges.) (Dismissed the service March 12, 1898.)

BOROUGHES OF MANHATTAN AND BRONX.

MARCH 16, 1898.

Fireman first grade, Daniel Duggan, Engine Co. 4. "Absence without leave." Fined 5 days' pay.

Fireman first grade, John Dool, Engine Co. 19. "Under the influence of liquor." Fined 5 days' pay.

BOROUGH OF BROOKLYN AND QUEENS.

MARCH 11, 1898.

Engineer James Gallagher, Engine Co. 44. "Absence without leave." Fined 10 days' pay.

Fireman first grade, Louis Hamburger, Engine Co. 44. "Absence without leave." Fined 10 days' pay.

Fireman second grade, Michael Johnston, Engine Co. 41. "Absence without leave." Fined 10 days' pay.

Fireman first grade, James N. Jones, Hook and Ladder Co. 7. "Absence without leave." Fined 10 days' pay. (Returned January 1, 1899.)

Fireman first grade, Francis Kiernan, Engine Co. 15. "Absence without leave." Fined 5 days' pay.

Fireman first grade, Francis S. McKenna, Engine Co. 12. "Under the influence of liquor." Fined 10 days' pay.

Fireman first grade, Cornelius Dwyer, Engine Co. 9. "Violation of chapter 11, section 10, chapter 4, rules and regulations. (Two charges.) Fined 15 days' pay.

Fireman first grade, John J. Mullaly, Engine Co. 10. "Intoxicated and unfit for duty." Fined 10 days' pay. (Retired September 1, 1898.)

Fireman first grade, Frank Voltz, Hook and Ladder Co. 1. "Absence without leave." Fined 10 days' pay.

Fireman first grade, Daniel P. Boyne, Engine Co. 2. "Absence without leave." Fined 5 days' pay.

Fireman first grade, John J. McMahon, Engine Co. 2. "Absence without leave." Reprimanded.

Fireman first grade, Joseph Barrett, Engine Co. 4. "Neglect of duty." Fined 4 days' pay.

Fireman first grade, Wm. F. Dowd, Engine Co. 24. Intoxication (first charge) and "Absence without leave." (Four charges). Fined 10 days' pay on each of first three charges—30 days' pay in all.

Fireman first grade, John J. Daly, Hook and Ladder Co. 3. "Absence without leave." Reprimanded.

Fireman third grade, Thos. J. Spelman, Engine Co. 5. "Violation of section 13, chapter 12, rules and regulations." Fined 3 days' pay.

BOROUGH OF MANHATTAN AND BRONX.

MARCH 23, 1898.

Fireman second grade, Otto Finck, Hook and Ladder Co. 4. "Neglect of duty." Fined 1 day's pay.

Fireman first grade, George J. Wunder, Hook and Ladder Co. 4. "Neglect of duty." Fined 1 day's pay.

Fireman first grade, Robert Magill, Hook and Ladder Co. 18. "Absence without leave." Fined 2 days' pay.

Fireman first grade, Thomas F. Harris, Engine Co. 18. "Absence without leave." Fined 2 days' pay.

BOROUGH OF MANHATTAN AND BRONX.

MARCH 30, 1898.

Fireman first grade, Edwin C. Murtha, Engine Co. 16. "Absence without leave." Reprimanded.

Fireman first grade, Patrick J. Sutton, Engine Co. 12. "Absence without leave." Fined 3 days' pay.

BOROUGH OF MANHATTAN AND BRONX.

APRIL 6, 1898.

Fireman first grade, Michael J. Furlong, Hook and Ladder Co. 1. "Absence without leave." Fined 5 days' pay.

Fireman first grade, Joseph J. Mooney, Hook and Ladder Co. 14. "Neglect of duty." (Two charges.) Fined 5 days' pay.

Fireman first grade, Peter F. Murphy, Engine Co. 30. "Absence without leave." Fined 3 days' pay.

Fireman first grade, John J. Cassidy, Engine Co. 58. "Absence without leave." Not guilty.

BOROUGH OF MANHATTAN AND THE BRONX.

APRIL 13, 1898.

Fireman first grade, John Clark, Hook and Ladder Co. 1. "Absence without leave" and "disrespectful language to superior officer." Fined 10 days' pay.

Fireman first grade, John A. Mulster, Hook and Ladder Co. 4. "Absence without leave." Fined 5 days' pay.

Fireman second grade, William Brindle, Jr., Engine Co. 17. "Reckless driving." (Two specifications.) Charge dismissed.

Fireman first grade, John F. Reilly, Engine Co. 37. "Neglect of duty." (Two charges.) Fined 10 days' pay. (Dismissed the service, June 2, 1898.)

Fireman first grade, Bernard J. Coyle, Engine Co. 19. "Under the influence of liquor" and "absence without leave." (Three charges.) Fined 10 days' pay on first charge and five days' pay on each of the other three charges. Twenty-five days in all.

Assistant Foreman Michael P. Crowley, Engine Co. 8. "Conduct unbecoming an officer and a gentleman" and "conduct prejudicial to good order and discipline." (Three specifications.) Reprimanded and charges dismissed.

BOROUGH OF BROOKLYN AND QUEENS.

APRIL 18, 1898.

Fireman first grade, John E. Fry, Engine Co. 62. "Conduct unbecoming a fireman and a gentleman" and "disobedience of orders." Fined 5 days' pay.

Fireman first grade, James J. Connors, Engine Co. 53. "Absence without leave." (Three charges.) Fined 15 days' pay.

Fireman third grade, Charles A. McLeary, Engine Co. 22. "Absence without leave." Reprimanded.

Fireman first grade, James N. Jones, Hook and Ladder Co. 7. "Absence without leave." (Three charges.) Fined 30 days' pay in all. (Retired January 1, 1899.)

Fireman first grade, Thomas Boland, Engine Co. 21. "Absence without leave." Fined 2 days' pay.

Fireman first grade, John J. McKeever, Hook and Ladder Co. 6. "Using disrespectful language." Fined 10 days' pay.

Fireman first grade, Edward L. Lynch, Engine Co. 9. "Intoxication and unfit for duty" and "absence without leave." (Three charges.) Fined 30 days' pay in all.

Fireman first grade, John K. Fickett, Engine Co. 13. "Intoxication." Fined 3 days' pay.

Fireman third grade, William J. Clark, Engine Co. 37. "Fighting and using profane language." Fined 10 days' pay.

Fireman first grade, David Hyde, Engine Co. 9. "Absence

without leave." (Three charges.) Fined 25 days' pay in all. (Resigned, April 14, 1899.)

Fireman first grade, Patrick P. Mardhall, Engine Co. 4. "Absence without leave." Fined 5 days' pay.

Fireman first grade, John J. Mullaly, Engine Co. 10. "Unfit for duty." Fined 5 days' pay. (Retired, September 1, 1898.)

Fireman first grade, Stephen O'Leary, Engine Co. 38. "Neglect of duty." Fined 3 days' pay.

Fireman first grade, Thomas J. McDonnell, Engine Co. 33. "Absence without leave." Fined 10 days' pay.

Fireman second grade, Albert A. Meyer, Engine Co. 51. "Absence without leave." Fined 3 days' pay.

Fireman first grade, Michael J. Maloney, Engine Co. 8. "Absence without leave" and "under the influence of liquor." Fined 10 days' pay. (Dismissed the service, November 18, 1898.)

Fireman second grade, Rudolph J. Uster, Engine Co. 38. "Neglect of duty." Reprimanded.

BOROUGHES OF MANHATTAN AND BRONX

APRIL 20, 1898.

Fireman first grade, Thomas J. McGowan, Engine Co. 11. "Absence without leave" (2 specifications) and "under the influence of liquor." Charges dismissed, ordered transferred.

Fireman first grade, James McCullen, Hook and Ladder Co. 19. "Absence without leave" and "Disrespect to superior officer." Fined 10 days' pay on each, 20 days in all, and transferred.

Fireman first grade, Wm. H. Lorenze, Hook and Ladder Co. 19. "Neglect of duty." Fined 5 days' pay.

Fireman first grade, John A. McGuire, Engine Co. 33. "Absence without leave." Fined 3 days' pay.

BOROUGHES OF MANHATTAN AND BRONX.

APRIL 28, 1898.

Fireman first grade, Edward D. Rippe, Engine Co. 19. "Reckless driving." Reprimanded.

Fireman first grade, John Tackney, Engine Co. 34. "Reckless driving." Reprimanded.

Engineer of Steamer, Wm. Cunningham, No. 2, Engine Co. 12.
"Absence without leave." Reprimanded.

Fireman first grade, Patrick J. Sutton, Engine Co. 12. "Absence without leave." Reprimanded.

BOROUGHES OF MANHATTAN AND BRONX.

MAY 5, 1898.

Fireman first grade, Luke McSherry, Engine Co. 38. "Absence without leave" and "under the influence of liquor." Fined 10 days' pay on each—20 days in all. (Retired May 5, 1899.)

Fireman first grade, Thomas F. Fannan, Engine Co. 57.
"Under the influence of liquor." Fined 2 days' pay.

BOROUGHES OF MANHATTAN AND BRONX.

MAY 11, 1898.

Fireman first grade, Philip P. Koehler, Engine Co. 12. "Neglect of duty." (Two specifications.) Fined 1 day's pay.

Fireman first grade, Patrick J. Sutton, Engine Co. 12. "Neglect of duty." Fined 5 days' pay.

Fireman first grade, Luke McSherry, Engine Co. 38. "Absence without leave." Being a continuation of trial of May 5th, no fine imposed. (Retired May 5, 1899.)

Fireman first grade, John Dool, Engine Co. 19. "Under the influence of liquor." Fined 5 days' pay.

Fireman first grade, James C. Young, Hook and Ladder Co. 4. "Absence without leave." Fined 5 days' pay.

Fireman first grade, John J. Hannan, Engine Co. 34. "Absence without leave." (Two specifications.) Fined 5 days' pay on first specification and 2 days' on second, 7 days' in all.

Fireman first grade, James A. McCormick, No. 2, Engine Co. 18. "Under the influence of liquor." Referred to medical officers. (Died June 2, 1898.)

BOROUGHES OF BROOKLYN AND QUEENS.

MAY 13, 1898.

Fireman first grade, James J. Egan, Hook and Ladder Co. 5.
"Violation of section 6, chapter 12." Fined 1 day's pay.

Fireman first grade, James N. Jones, Hook and Ladder Co. 7. "Absence without leave" and "having a bottle of liquor in his possession." Fined 15 days' pay in all. (Retired January 1, 1899.)

Foreman John Braisted, Engine Co. 37. "Violation of special order No. 38." Reprimanded.

Fireman first grade, Albert F. Wise, Hook and Ladder Co. 5. "Violation of section 6, chapter 12." Fined 3 days' pay.

Fireman second grade, Alfred J. Stuart, Hook and Ladder Co. 5. "Violation of section 6, chapter 12." Fined 1 day's pay.

Fireman third grade, Michael J. Irwin, Hook and Ladder Co. 5. "Violation of section 6, chapter 12." Fined 1 day's pay.

Fireman fourth grade, James McKeon, Engine Co. 36. "Intoxication" and "disrespectful language to superior officer." Fined 5 days' pay.

Fireman first grade, John R. Fickett, Engine Co. 13. "Intoxication." Fined 5 days' pay.

Fireman first grade, Patrick J. Graham, Engine Co. 25. "Absence without leave." Reprimanded.

Fireman first grade, John J. Mullaly, Engine Co. 10. "Absence without leave." Fined 5 days' pay. (Retired September 1, 1898.)

Fireman third grade, Thomas F. Dowd, Engine Co. 7. "Absence without leave." Fined 4 days' pay.

Fireman first grade, Wm. J. Barry, Engine Co. 33. "Absence without leave." Fined 3 days' pay.

Fireman first grade, Michael J. Maloney, Engine Co. 8. "Under the influence of liquor" and "disobedience of orders." Fined 20 days' pay.

Engineer of steamer, Wm. H. Egan, Engine Co. 20. "Intoxication." Fined 3 days' pay.

Fireman first grade, Hugh Garrah, Hook and Ladder Co. 7. "Disobedience to orders and insolence." Fined 1 day's pay.

Fireman first grade, David Hyde, Engine Co. 9. "Absence without leave." (Five charges.) Fined 15 days' pay in all. (Resigned April 14, 1899.)

Fireman third grade, Thomas J. Spellman, Engine Co. 5. "Intoxication." Fined 3 days' pay.

BOROUGHES OF MANHATTAN AND BRONX.

MAY 18, 1898.

Fireman first grade, John J. Callahan, Engine Co. 20. "Disrespectful language to superior officer" and "absence without leave." Fined 20 days' pay in all. (Resigned July 17, 1898.)

Engineer of steamer, Joseph G. McKiever, Engine Co. 35. "Neglect of duty." Fined 5 days' pay.

Fireman first grade, Michael Donovan, Engine Co. 12. "Under the influence of liquor." Charge dismissed.

BOROUGHES OF MANHATTAN AND THE BRONX.

MAY 26, 1898.

Fireman first grade, John J. Callahan, Engine Co. 20. "Disobedience of orders" and "absence without leave." On account of error of medical officers, charges dismissed. (Resigned July 17, 1898.)

Fireman first grade, Geo. Halloran, Hook and Ladder Co. 9. "Neglect of duty." Fined 3 days' pay.

BOROUGHES OF MANHATTAN AND THE BRONX.

JUNE 2, 1898.

Fireman first grade, John F. Reilly, Engine Co. 37. "Under the influence of liquor" and "absence without leave." (Dismissed the service June 3, 1898.)

Fireman first grade, John S. Mulster, Hook and Ladder Co. 4. "Absence without leave." (Two specifications.) Fined 10 days' pay.

Fireman fourth grade, Thomas Heffernan, Engine Co. 6. "Absence without leave." Charge dismissed. (Resigned August 11, 1898.)

BOROUGHES OF MANHATTAN AND THE BRONX.

JUNE 8, 1898.

Fireman first grade, Patrick Gannon, Engine Co. 8. "Absence without leave." Fined 1 day's pay.

Fireman first grade, John Tackney, Engine Co. 34. "Absence without leave." (Two specifications.) Fined 5 days' pay.

Fireman first grade, Patrick J. Brennan, No. 1, Engine Co. 51. "Neglect of duty." Fined 2 days' pay.

Fireman first grade, Michael H. Dynan, Engine Co. 56. "Absence without leave" (two charges) and "under the influence of liquor." Fined 15 days pay in all.

Fireman first grade, George Halloran, Hook and Ladder Co. 9, "Neglect of duty." Fined 1 day's pay and transferred.

BOROUGH OF MANHATTAN AND THE BRONX.

JUNE 15, 1898.

Fireman first grade, Patrick J. Sutton, Engine Co. 12. "Conduct prejudicial to good order and discipline." Charge dismissed.

Fireman first grade, John J. Callahan, Engine Co. 20. "Absence without leave" and "under the influence of liquor." Sentence suspended. (Resigned July 17, 1898.)

Engineer of steamer, Richard J. Shannon, Engine Co. 41. "Disrespectful language to superior officer." Reprimanded and ordered examined by medical officers. (Retired July 1, 1898.)

Fireman first grade, James F. Gillespie, Engine Co. 34. "Conduct prejudicial to good order and discipline." Charge dismissed.

Fireman first grade, Joseph A. Sullivan, Engine Co. 34. "Conduct prejudicial to good order and discipline." Charge dismissed.

Engineer of steamer, John F. Coyle. Engine Co. 66. "Conduct prejudicial to good order and discipline." Charge dismissed.

Fireman first grade, John J. Hannan, Engine Co. 34. "Conduct prejudicial to good order and discipline." Charge dismissed.

BOROUGH OF MANHATTAN AND THE BRONX.

JUNE 29, 1898.

Fireman first grade, Robert Magill, Hook and Ladder Co. 5. "Absence without leave." Reprimanded.

Fireman fourth grade, Thomas F. Foley, Engine Co. 20. "Absence without leave." Reprimanded.

Fireman second grade, Charles W. Miller, Engine Co. 7. "Absence without leave." Reprimanded.

BOROUGH OF MANHATTAN AND THE BRONX.

JULY 6, 1898.

Fireman first grade, Thomas F. Rice, Engine Co. 18. "Absence without leave." (Three specifications.) Fined 5 days' pay on each specification, 15 days' pay in all.

BOROUGH OF MANHATTAN AND THE BRONX.

JULY 9, 1898.

Fireman first grade, John P. Gallagher, Engine Co. 6. "Absence without leave." Charge dismissed.

Fireman first grade, Frederick W. Green, Hook and Ladder Co. 10. "Neglect of duty." Fined 1 day's pay.

Fireman first grade, James W. Merry, Engine Co. 26. "Absence without leave." Fined 5 days' pay. (Dismissed the service November 18, 1898.)

Fireman first grade, Benjamin F. Hobbs, Engine Co. 26. "Absence without leave." Charge dismissed.

Fireman first grade, John McCron, Hook and Ladder Co. 5. "Neglect of duty." Fined 1 day's pay.

BOROUGH OF BROOKLYN AND QUEENS.

JULY 8, 1898.

Engineer of steamer, Charles McConeghy, Engine Co. 13. "Absence without leave." (Twenty charges.) Fined 30 days' pay.

Fireman first grade, Thomas F. Clear, Jr., Engine Co. 5. "Neglect of duty." (Two charges.) Reprimanded.

Fireman first grade, Florence T. Crowley, Engine Co. 24. "Absence without leave." Charge dismissed.

Fireman first grade, Charles Jackson, Engine Co. 19. "Neglect of duty." Fined 1 day's pay.

Fireman first grade, Hugh J. Gallagher, Engine Co. 19. "Neglect of duty." Fined 1 day's pay.

Fireman third grade, Michael F. Merron, Engine Co. 24. "Disobedience of orders." Charge dismissed.

Fireman first grade, Edward L. Lynch, Engine Co. 9. "Intoxication" and "neglect of duty." (Dismissed from the service from 12th inst.)

Fireman fourth grade, Thomas F. Murphy, Engine Co. 58. "Failing to respond to alarm." Reprimanded.

Fireman first grade, Thomas Brierton, Engine Co. 3. "Failing to respond on apparatus floor to an alarm of fire." Fined 1 day's pay.

Fireman second grade, Edward R. Norwood, Engine Co. 1. "Violation of section 12, chapter 12, book of rules." Fined 10 days' pay. (Resigned July 20, 1899.)

Fireman fourth grade, James J. McKeon, Engine Co. 63, "Intoxication." Fined 5 days' pay.

Fireman third grade, Thomas F. Burdock, Engine 51. "Absence without leave." Fined 2 days' pay.

Fireman first grade, Patrick Harrigan, Hook and Ladder Co. 1. "Failing to respond on apparatus floor to alarm of fire" and "absence without leave." Fined 2 days' pay.

Fireman first grade, James J. Cozine, Engine Co. 25. "Absence without leave." Charge dismissed.

Fireman second grade, Francis J. Keating, Engine 13. "Absence without leave." (Three charges.) Fined 10 days' pay.

Fireman third grade, Bennett H. Clark, Engine Co. 49. "Intoxication" and "absence without leave." Fined 6 days' pay.

Assistant Foreman William E. Collins, Engine 5. "Neglect of duty." (Two charges.) Fined 5 days' pay.

Fireman first grade, Louis Hamburger, Engine 44. "Absence without leave." (Four charges.) Fined 15 days' pay.

BOROUGH OF MANHATTAN AND THE BRONX.

JULY 27, 1898.

Fireman fourth grade, Thomas Heffernan, Engine 32. "Absence without leave." (Two charges.) Fined 5 days' pay on each, 10 days' pay in all. (Resigned, August 11, 1898.)

Fireman John E. Sheedy, Engine Co. 55. "Absence without leave." Reprimanded.

AUGUST 3, 1898.

Fireman first grade, John J. Hannan, Engine 15. "Violation section 15, article VI, rules and regulations." Sentence suspended pending settlement of claim.

BOROUGH OF BROOKLYN AND QUEENS.

AUGUST 5, 1898.

Foreman Patrick Lahey, Engine Co. 24. "Absence without leave." Case dismissed.

Fireman first grade, William G. McGowan, Engine Co. 8. "Disobedience of orders." Fined 1 day's pay.

Fireman first grade, John Kelly, Engine Co. 6 (detailed to Hook and Ladder Co. 16.) "Neglect of duty" (2 charges) and "absence without leave." (Four charges.) Fined 2 days' pay on first charge and 1 day's pay on each of the other charges—7 days' pay in all.

Fireman first grade, Thomas F. Clear, Jr., Engine Co. 5. "Neglect of duty." Fined 1 day's pay.

Fireman third grade, Thomas F. Spellman, Engine Co. 5. "Under the influence of liquor" and "Neglect of duty." First charge dismissed. Fined 1 day's pay on second.

Fireman first grade, Wm. H. Foster, Engine Co. 5. "Intoxication" and "neglect of duty." (Two charges.) Fined 3 days' pay on first and 1 day's pay on each, second and third charges—5 days' pay in all.

Fireman third grade, James Robinson, Engine 8. "Disobedience of orders." Fined 1 day's pay.

Fireman first grade, Wm. F. Conway, Engine 8. "Disobedience of orders." Fined 1 day's pay.

Fireman first grade, John J. Mullaly, Engine 10. "Intoxication" and "absence without leave." Fined 8 days' pay on first charge and 2 days' pay on second, 10 days' pay in all. (Retired, September 1, 1898.)

Fireman Francis J. Keating, Engine Co. 13. "Disrespectful language" and "under the influence of liquor." Fined 4 days' pay on each, 8 days' pay in all.

Fireman first grade, Wesley Sprague, Engine Co. 1. "Fighting in front of company quarters." Charge dismissed.

Fireman first grade, James E. Kerrigan, Engine Co. 28. "Fighting in front of company quarters." Fined 3 days' pay.

Fireman first grade, Thomas Boland, Engine Co. 21. "Absence without leave." Fined 1 day's pay.

- Fireman third grade, Henry Wagner, Hook and Ladder Co. 4.
 "Assault and defamation of character." Charge dismissed.
 Fireman first grade, Patrick S. Roney, Hook and Ladder Co. 4.
 "Assaulting a fellow member." Fined 1 day's pay.
 Fireman second grade, John F. Levanion, Engine Co. 40.
 "Asleep on house patrol." Fined 2 days' pay.
 Fireman second grade, John J. McTigue, Engine Co. 40.
 "Neglect of duty." Reprimanded.
 Fireman second grade, Michael Johnston, Engine Co. 41.
 "Neglect of duty." Fined 1 day's pay.

BOROUGH OF MANHATTAN AND THE BRONX.

AUGUST 17, 1898.

- Fireman first grade, Michael J. Furlong, Hook and Ladder Co.
 1. "Absence without leave." Fined 5 days' pay.
 Fireman first grade, Joseph J. Mooney, Hook and Ladder Co.
 14. "Neglect of duty." Fined 2 days' pay.
 Fireman first grade, John E. Nickerson, Hook and Ladder Co.
 22. "Absence without leave." Fined 1 day's pay.

BOROUGH OF BROOKLYN AND QUEENS.

SEPTEMBER 12, 1898.

- Assistant Foreman William F. Daims, Engine Co. 51, detailed to Co. 58. "Absence without leave." Fined 1 day's pay.
 Fireman first grade, Thos. P. Connolly, Water Tower 1, detailed to Hook and Ladder Co. 16. "Making false entry on company journal." Reprimanded.
 Fireman first grade, James N. Jones, Hook and Ladder Co. 7.
 "Absence without leave" and "intoxication." (Three specifications.) Fined 30 days' pay. (Retired, January 1, 1899.)
 Fireman fourth grade, John J. Creighton, Hook and Ladder Co.
 16. "Neglect of duty." Fined 3 days' pay.
 Fireman fourth grade, James Flynn, Hook and Ladder Co. 16.
 "Under the influence of liquor" and "disrespect to superior officer" and "absence without leave." Fined 5 days' pay in all.
 Fireman first grade, William Dowd, Engine Co. 24, detailed to Co. 61. "Neglect of duty." Case dismissed.

Engineer Charles McConeghy, Engine Co. 13, detailed to Engine Co. 61. "Absence without leave." Fined 2 days' pay.

Engineer John E. Fry, Engine Co. 62. "Absence without leave." Fined 3 days' pay.

Fireman first grade, Francis S. McKenna, Engine Co. 12, detailed to Co. 63. "Intoxication." Fined 5 days' pay.

Fireman fourth grade, Christopher Gravius, Engine Co. 58. "Absence without leave." Reprimanded.

Fireman first grade, Charles Helmholtz, Engine Co. 38. "Neglect of duty." Fined 3 days' pay.

Fireman second grade, John T. Walsh, Engine Co. 53. "Absence without leave." Fined 3 days' pay.

Fireman third grade, Bennett H. Clark, Engine Co. 49. "Absence without leave." Fined 2 days' pay.

Fireman first grade, John H. Long, Engine Co. 48. "Absence without leave." Fined 1 day's pay.

Fireman first grade, William J. Barry, Engine Co. 33. "Absence without leave." (Fifteen charges.) Fined 20 days' pay.

Fireman second grade, Thos. R. Kelly, Engine Co. 36. "Absence without leave." (Fifteen charges.) Fined 5 days' pay.

Fireman second grade, John J. Deegan, Engine Co. 27. "Intoxication." Fined 2 days' pay.

Fireman first grade, Michael J. Maloney, Hook and Ladder, 11. "Intoxication," "conduct prejudicial to good order and discipline," "destruction of public property" and "absence without leave." (Thirteen charges.) Fined 30 days' pay. (Dismissed the service November 18, 1898.)

Fireman first grade, David Hyde, Hook and Ladder 2. "Absence without leave." (Five charges.) Fined 15 days' pay in all. (Resigned April 14, 1899.)

Fireman first grade, Grant Trusdell, Engine 10. "Absence without leave." Fined 2 days' pay.

Fireman first grade, Frank H. Smith, No. 1, Engine 26. "Assaulting fireman in quarters." Fined 5 days' pay.

Fireman first grade, Frank H. Smith, No. 2, Engine 15, detailed to 63. "Absence without leave." Fined 1 day's pay.

Fireman first grade, James F. Grant, Engine 26. "Absence without leave." (Three charges.) Fined 1 day's pay each on first and second charges, and 2 days' on third charge, 4 days' in all.

Fireman third grade, Thomas F. Dowd, Engine 7. "Under the influence of liquor." Fined 5 days' pay.

Fireman first grade, Thomas F. Clear, Jr., Engine 5. "Absence without leave." (Three charges.) Fined 5 days' pay in all.

BOROUGHES OF MANHATTAN AND THE BRONX.

SEPTEMBER 22, 1898.

Fireman first grade, James C. Young, Hook and ladder 4. "Disobedience of orders." Fined 1 day's pay.

Fireman first grade, Louis Semansky, Engine 53. "Conduct prejudicial to good order."

Fireman first grade, Edward Powers, Hook and Ladder 14. "Neglect of duty." Reprimanded.

Fireman first grade, George T. Wunder, Hook and Ladder 12. "Absence without leave," and "neglect of duty." Reprimanded.

Fireman first grade, Frederick O. Peters, Engine 64. "Absence without leave." Charge dismissed. (Died October 13, 1898.)

Fireman first grade, Benj. F. Hobbs, Engine 26. "Absence without leave." Reprimanded.

Fireman first grade, John Tackney, Engine 34. "Under the influence of liquor." Fined 5 days' pay.

Engineer John Fitzpatrick, Engine 19. "Neglect of duty." Fined 5 days' pay.

Engineer Louis W. Riehs, Engine 12. "Absence without leave." Reprimanded.

BOROUGHES OF BROOKLYN AND QUEENS.

SEPTEMBER 22, 1898.

Fireman first grade, Charles E. Victory, Engine 34. "Under the influence of liquor," "neglect of duty" and "absence without leave." Fined 5 days' pay and warned.

Fireman first grade, Joseph H. Briscoe, Engine 16. "Neglect of duty." Fined 5 days' pay.

Fireman first grade, Louis Schultz, Engine 27. "Neglect of duty." Fined 1 day's pay.

Fireman first grade, Anthony A. Cooke, Hook and Ladder 10. "Under the influence of liquor." Fined 2 days' pay and warned.

Fireman first grade, James Touhey, Engine 25. "Absence without leave" and "under the influence of liquor." Fined 3 days' pay.

BOROUGHES OF BROOKLYN AND THE BRONX.

OCTOBER 6, 1898.

Engineer Patrick J. Connolly, No. 2, Engine 53. "Neglect of duty." Charge dismissed.

Fireman first grade, Patrick J. Sutton, Engine 12. "Neglect of duty." Fined five days' pay.

Fireman first grade, Wm. C. Thayne, Engine 32. "Disrespectful language to superior officer," "conduct prejudicial to good order" and "neglect of duty." Fined 10 days' pay.

Fireman first grade, James Fitzpatrick, Engine 19. "Absence without leave." Fined 3 days' pay.

BOROUGHES OF BROOKLYN AND QUEENS.

OCTOBER 6, 1898.

Fireman third grade, Michael F. Merron, Engine 34. "Conduct prejudicial to good order." Fined 1 day's pay.

Fireman fourth grade, Thomas F. Murphy, Engine 58. "Conduct prejudicial to good order." Fined 1 day's pay.

Fireman first grade, Thomas P. Connolly, Water Tower 1. (Detailed to Hook and Ladder 16.) "Absence without leave." Reprimanded.

Engineer James Gallagher, Engine 44. "Absence without leave" and "under the influence of liquor." (Eleven charges.) Decision reserved.

BOROUGHES OF MANHATTAN AND THE BRONX.

OCTOBER 20, 1898.

Fireman first grade, John E. Nickerson. "Neglect of duty." Fined 3 days' pay.

Fireman first grade, John Tackney, Engine 34. "Absence without leave." (Four specifications.) Fined 15 days' pay in all.

Fireman fourth grade, Thomas F. Foley, Engine 20. "Absence without leave." Fined 3 days' pay.

Engineer Charles S. McArthur, Engine 11. "Absence without leave." (Adjournment from 6th inst.) Fined 3 days' pay and transfer ordered.

BOUROUGHS OF BROOKLYN AND QUEENS.

OCTOBER 20, 1898.

Engineer James Gallagher, Engine 44. "Absence without leave." Decision reserved.

Engineer Frank Vouderlin, Engine 30. "Absence without leave." Fined 1 day's pay.

Fireman first grade, James J. Connors, Engine 53. "Absence without leave," (three specifications) and "under the influence of liquor." Fined 15 days' pay in all.

Fireman first grade, James H. Touhey, Engine 25, detailed to Engine 51. "Neglect of duty." Fined 5 days' pay.

Fireman first grade, James F. Kelly, Engine 16. "Conduct prejudicial to good order and discipline" and "disrespect to superior officer." Fined 5 days' pay in all.

Fireman first grade, John J. Martin, No. 2, Chemical Engine No. 1. "Under the influence of liquor." Fined 5 days' pay.

Fireman first grade, Alexander F. Norton, Engine 1. "Absence without leave" and "under the influence of liquor." Fined 10 days' pay in all.

Fireman first grade, Wm. H. Jones, Hook and Ladder 5. "Absence without leave." Fined 5 days' pay.

Fireman third grade, Isaac Ludgate, Engine 16. "Conduct prejudicial to good order and discipline." Fined 1 day's pay.

Fireman third grade, John J. Hayes, Engine Co. 51. "Neglect of duty." Fined 1 day's pay.

Fireman fourth grade, Thos. J. Fantry, Engine 59. "Absence without leave." Fined 5 days' pay and transfer ordered.

Bellringer Edward Dougherty, Engine 34, (detailed as telegraph operator). "Neglect of duty." Charge dismissed.

BOROUGHES OF MANHATTAN AND THE BRONX.

NOVEMBER 3, 1898.

Fireman first grade, Geo. T. F. Harris, Engine 8. "Neglect of duty." Ordered to be examined by the medical officers as to his fitness to continue in the service of the Department.

Fireman first grade, Edward F. Hargrove, Hook and Ladder 10. "Disobedience of orders" and "disrespectful language to superior officer." Reprimanded.

Fireman first grade, James McCullen, Hook and Ladder 21. "Disrespectful language to superior officer." Fined 2 days' pay and warned.

BOROUGHES OF BROOKLYN AND QUEENS.

NOVEMBER 3, 1898.

Assistant Fireman Martin Cocoran, Engine 5. "Absence without leave." Adjourned to the 17th inst.

Fireman first grade, Michael J. Maloney, Hook and Ladder 11. "Absence without leave" (six specifications), "disobedience of orders" and "conduct prejudicial to good order and discipline." Adjourned to 17th inst. (Dismissed the service November 18, 1898).

Fireman first grade, Timothy J. Manning, Engine 3. "Under the influence of liquor." Fined 2 days' pay.

Fireman first grade, Wm. J. Barry, Engine 33. "Neglect of duty" (two specifications) and "absence without leave." Fined 15 days' pay in all.

Fireman second grade, James H. Van Pelt, Engine 41. "Under the influence of liquor." Fined 3 days' pay.

Fireman second grade, Frederick Wardell, Engine 41. "Absence without leave." Fined 3 days' pay.

Fireman second grade, Thomas J. Murphy, Engine 49. "Under the influence of liquor." Fined 3 days' pay.

Fireman fourth grade, James H. Walsh, Hook and Ladder 15. "Neglect of duty." Fined 1 day's pay.

BOROUGHES OF MANHATTAN AND THE BRONX.

NOVEMBER 17, 1898.

Fireman first grade, William H. Weise, Hook and Ladder 21. "Violation of section 15, article VI., Rules and Regulations, 1890. Dismissed the service of the Department, from 18th inst.

Fireman first grade, James F. Kenehan, Engine 2. "Violation section 15, article VI, R. & R. Board of Commissioners, 1890." Testimony taken and adjourned until 21st inst.

Fireman first grade, James W. Merry, Engine 3. "Violation of section 15, article VI, R. & R. Board of Commissioners, 1890." Dismissed the service of the Department, 18th inst.

Fireman first grade, Edward F. Hargrove, Hook and Ladder 10. "Absence without leave," Fined 1 day's pay.

Fireman first grade, William C. Thayne, Engine 32. "Disobedience of orders" and "Disrespectful language to superior officer." Fined 5 days' pay on each charge, 10 days' in all.

Fireman first grade, Daniel Duggan, Engine 4. "Absence without leave." (Two specifications.) Fined 10 days' pay in all.

Fireman fourth grade, Alexander Welsh, Hook and Ladder 10. "Absence without leave." Fined 1 day's pay.

BOUROUGHS OF BROOKLYN AND QUEENS.

NOVEMBER 17, 1898.

Assistant Foreman Martin Corcoran, Engine 5. "Absence without leave." Fined 5 days' pay.

Engineer John E. Fry, Engine 62. "Under the influence of liquor." Fined 5 days' pay.

Engineer of Steamer Phillip A. Bailey, Engine 40. "Under the influence of liquor." Fined 5 days' pay.

Fireman first grade, William J. Barry, Engine 33. "Absence without leave." (Charges.) Fined 15 days' pay in all.

Fireman first grade, Thos. F. Clear, Jr., Engine 45. "Absence without leave." Fined 5 days' pay.

Fireman first grade, William C. McGowan, Engine 8. "Absence without leave." Fined 3 days' pay.

Fireman first grade, Michael J. Maloney, Hook and Ladder 11. "Absence without leave." (Six specifications.) Dismissed the service of the Department from 18th inst.

Fireman first grade, Patrick J. Sullivan, Hook and Ladder 14. "Under the influence of liquor." Fined 1 day's pay.

Fireman first grade, Thomas P. Connolly, Water Tower 1. "Under the influence of liquor" (two charges) and "absence without leave" (four charges). Fined 10 days' pay in all.

Fireman second grade, Albert A. Neyer, Engine 33. "Disrespectful language to superior officer" and "neglect of duty." (Two charges.) Fined 10 days' pay in all.

Fireman third grade, Bennett H. Clarke, Engine 49. "Absence without leave." Fined 3 days' pay.

Fireman third grade, William Bernstein, Engine 51. "Neglect of duty." Fined 1 day's pay.

Fireman fourth grade, Jame Flynn, Hook and Ladder 10. "Under the influence of liquor." Fined 3 days' pay.

Fireman first grade, James F. Kenehan, Engine 2. (Continued from 17th.) Additional charges of "violation of section 15, article VI, R. & R., 1890 and "violation of section 193, article VI, R. & R., 1890." Dismissed the service of the Department from 22d inst.

Assistant Foreman John J. Manley, Engine 13. "Violation of section 15, article VI, R. & R., Board of Commissioners, 1890." Charge dismissed.

Foreman Peter Hanlon, Engine 2. "Neglect of duty." Charge dismissed.

BOROUGH OF MANHATTAN.

DECEMBER 1, 1898.

Fireman fourth grade, Harry A. Bohme, Engine 53. "Absence without leave" and "disrespect to superior officer." Fined 10 days' pay in all and transferred.

BOROUGH OF BROOKLYN.

DECEMBER 1, 1898.

Fireman first grade, Robert McNeran, Hook and Ladder 3. "Absence without leave" and "under the influence of liquor." Fined 3 days' pay in all.

Fireman second grade, Henry F. McKinney, Engine 49. "Absence without leave." Fined 1 day's pay.

BOROUGH OF MANHATTAN AND THE BRONX.

DECEMBER 15, 1898.

Fireman first grade, Samuel T. Warren, Engine 23. "Neglect of duty." (Two specifications.) Fined 2 days' pay in all.

Fireman first grade, Joseph P. Greene, Engine 25. "Absence without leave." Charge dismissed.

Fireman first grade, Michael Donovan, Engine 13. "Absence without leave." Fined 1 day's pay.

Engineer of Steamer Edward F. Slevin, Engine 49. "Absence without leave." Fined 3 days' pay.

Fireman first grade, Alfred O. Pinson, Hook and Ladder 14. "Absence without leave." Fined 1 day's pay.

Lineman Wm. R. Flynn, Fire Alarm Telegraph Branch. "Neglect of duty." Dismissed the service of the Department 16th inst.

BOUROUGHS OF BROOKLYN AND QUEENS.

DECEMBER 15, 1898.

Foreman James R. Smith, Engine 60. "Absence without leave." Reprimanded.

Fireman first grade, Timothy F. Conlan, Engine 34. "Absence without leave." Fined 3 days' pay.

Fireman first grade, Thomas F. Gorman, Engine 41. "Disobedience of orders." Charge dismissed.

Fireman first grade, James J. Connors, Engine 53. "Absence without leave." Fined 5 days' pay.

Fireman first grade, Patrick P. Marshall, Engine 4. "Under the influence of liquor" (two specifications), "disrespectful language to superior officer" and "absence without leave" (four specifications). Sentence suspended on first charge, fined 5 days' pay on second, and 1 day's pay on third charge—6 days' pay in all.

Fireman first grade, James N. Jones, Hook and Ladder 7. "Absence without leave." Referred to medical officers. (Retired January 1, 1899.)

Fireman first grade, John J. Keegan, Hook and Ladder 10. "Absence without leave." Reprimanded.

Fireman fourth grade, John J. Creighton, Hook and Ladder 16, detailed to Engine 63. "Neglect of duty." Fined 1 day's pay.

BOROUGHES OF MANHATTAN AND THE BRONX.

DECEMBER 29, 1898.

Fireman first grade, John P. Gallagher, Engine 6. "Violation of section 29, article VI, R. R." and "using disrespectful language to a citizen." Testimony taken and adjourned to 5th prox.

Fireman first grade, Wm. C. Thayne, Engine 32. "Neglect of duty" and "disrespectful language to superior officer." Testimony taken and adjourned to 5th prox.

Engineer of steamer Thos. J. Burke, Engine 60. "Disobedience of orders." Fined 2 days' pay.

BOUROUGHS OF BROOKLYN AND QUEENS.

DECEMBER 29, 1898.

Fireman first grade, Florence T. Crowley, Engine 24. "Absence without leave." Fined 1 day's pay.

Fireman first grade, John F. Ward, Engine 7. "Absence without leave." Fined 3 days' pay.

Fireman first grade, Thomas Boland, Engine 21. "Absence without leave." Fined 10 days' pay, and referred to Medical Officers for report as to his fitness for active duty.

Fireman third grade, Thomas J. Spellman, Engine 5. "Neglect of duty." Fined 1 day's pay.

BOROUGH OF MANHATTAN.

JANUARY 12, 1899.

Fireman first grade, Robert McEvoy, Engine 4. "Absence without leave." Fined 5 days' pay.

Fireman first grade, John P. Gallagher, Engine 6. (Case adjourned from 29th ult. to 5th inst.) "Violation section 29, article VI, R. & R." and "disrespectful language to citizen." Case dismissed.

Fireman fourth grade, Thomas McParlan, Engine 12. "Absence without leave." Fined 2 days' pay.

Fireman fourth grade, James T. Keeling, Engine 16. "Absence without leave." Fined 1 day's pay.

Fireman fourth grade, Thomas M. Shandley, Engine 29. "Absence without leave." Fined 1 day's pay.

Fireman first grade, Wm. C. Thayne, Engine 32. (Case adjourned from 29th ult. and 5th inst.) "Disrespectful language to superior officer" and "neglect of duty." Fined 10 days' pay in all.

Fireman first grade, William J. Curtin, Engine 51. "Neglect of duty." Fined 3 days' pay.

Fireman first grade, James J. Cusick, Engine 53. "Absence without leave." Fined 5 days' pay.

Assistant Foreman Michael H. Slevin, Hook and Ladder 5. "Violation section 29, article VI, R. & R.," and "disrespectful language to citizen." Fined 1 day's pay.

Fireman first grade, Frederick W. Green, Hook and Ladder 23. "Absence without leave." Fined 5 days' pay.

BOROUGHES OF BROOKLYN AND QUEENS.

Fireman first grade, Francis S. McKenna, Engine 12. "Under the influence of liquor." Fined 5 days' pay.

Fireman second grade, Anthony J. Sullivan, Engine 12. "Absence without leave." Reprimanded.

Fireman first grade, Hugh J. Gallagher, Engine 19. "Under the influence of liquor." (Two charges.) Fined 10 days' pay.

Fireman first grade, John J. Rush, Engine 19. "Neglect of duty." Fined 1 day's pay.

Fireman second grade, John F. Daly, Engine 20. "Neglect of duty." Reprimanded.

Fireman first grade, James J. Fullerton, Engine 34. "Under the influence of liquor." Fined 5 days' pay.

Fireman first grade, Thomas J. McDermott, Engine 49. "Absence without leave." Fined 5 days' pay.

Fireman first grade, John Neil, Engine 51. "Absence without leave." Fined 2 days' pay.

Fireman first grade, Patrick Kane, Engine 51. "Absence without leave." (Two charges.) Fined 2 days' pay.

Fireman second grade, Richard H. Collins, Engine 51. "Absence without leave." Fined 2 days' pay.

Fireman first grade, James J. Connors, Engine 53. "Absence without leave," "under the influence of liquor" and "disrespectful language to superior officer." Fined 15 days' pay in all.

Fireman third grade, James Flynn, Hook and Ladder 16. "Under the influence of liquor." Fined 3 days' pay.

BOROUGHES OF MANHATTAN AND THE BRONX.

JANUARY 26, 1899.

Fireman first grade, Patrick Gannon, Engine 8. "Under the influence of liquor" and "absence without leave." Fined 11 days' pay in all.

Fireman fourth grade, Thomas F. Foley, Engine 20. "Absence without leave." Fined 7 days' pay.

Fireman first grade, John F. McMahon, Engine 64. "Absence without leave." Fined 2 days' pay.

Fireman first grade, John O'Neil, Hook and Ladder 4. "Absence without leave." Fined 3 days' pay.

BOROUGH OF BROOKLYN.

Fireman second grade, John V. Dunworth, Engine 5. "Absence without leave" and "under the influence of liquor." Fined 7 days' pay in all.

Engineer of Steamer James Lahey, Engine 6. "Absence without leave." Charge dismissed.

Fireman first grade, John F. Judge, Engine 12. "Absence without leave." Fined 3 days' pay.

Fireman first grade, Hugh J. Gallagher, Engine 19. "Disrespectful language in presence of officers and members of company." Fined 3 days' pay.

Fireman first grade, John Gillon, Engine 23. "Absence without leave." Fined 10 days' pay.

BOROUGH OF MANHATTAN.

FEBRUARY 9, 1899.

Fireman first grade, Patrick H. Halpin, Engine 26. "Neglect of duty." Fined 2 days' pay.

Fireman first grade, James F. Gillespie, Engine 34. "Absence without leave." Fined 2 days' pay.

Fireman first grade, David Foley, Hook and Ladder Co. 3. "Absence without leave." (Two charges.) Fined 3 days' pay in all.

Fireman second grade, James Sherlock, Hook and Ladder Co. 3. "Absence without leave." Fined 1 day's pay.

Fireman first grade, John O'Neil, Hook and Ladder Co. 4. "Absence without leave." Case dismissed.

CASES ADJOURNED TO 23d INSTANT.

Fireman first grade, James McNulty, Engine Co. 4. "Absence without leave." (Two charges.)

Assistant Foreman Thos. P. Gibney, Engine Co. 18. "Neglect of duty."

Fireman first grade, Thomas F. Rice, Engine Co. 18. "Neglect of duty."

Fireman third grade, James G. Darling, Engine Co. 29. "Under the influence of liquor."

Engineer Christopher McNamee, Engine Co. 32. "Absence without leave."

Fireman first grade, Wm. C. Thayne, Engine Co. 32. "Violation section 66, article VI, rules and regulations."

BOROUGHES OF BROOKLYN AND QUEENS.

FEBRUARY 9, 1899.

Fireman second grade, Thos. J. Spelman, Engine Co. 5. "Conduct prejudicial to good order and discipline." Reprimanded.

Fireman second grade, John W. Dunworth, Engine Co. 5. "Neglect of duty" (two charges) and "under the influence of liquor." Fined 15 days' pay in all.

Fireman first grade, John F. Ward, Engine Co. 7. "Absence without leave." Fined 10 days' pay.

Fireman first grade, Charles Price, Engine Co. 18 (detailed as driver of chief of twenty-seventh battalion). "Neglect of duty." Reprimanded.

Fireman first grade, Christian Gebhardt, Engine Co. 35. "Absence without leave." Fined 1 day's pay.

Fireman second grade, Frederick Wardell, Engine Co. 41. "Absence without leave." Fined 10 days' pay.

Fireman second grade, James H. Van Pelt, Engine Co. 41. "Absence without leave." (Two specifications.) Fined 15 days' pay in all.

Fireman first grade, John H. Long, Engine Co. 48. "Disrespectful language to medical officer; absence without leave." Fined 2 days' pay in all.

Fireman third grade, Thos. F. Murphy, Engine Co. 58. "Absence without leave" and "disrespectful language to superior officer." Fined 5 days' pay in all.

Fireman first grade, Francis Kiernan, Hook and Ladder Co. 8 (detailed as driver to chief of thirty-fifth battalion). "Absence without leave." Fined 5 days' pay.

DISMISSAL OF CHARGES WITHOUT TRIAL.

Upon recommendation of the chief of department the following charges against members of the uniformed force were dismissed by the commissioner without trial, in appreciation of the fact that the uniformed force were called upon to perform extraordinary service between the 9th and 19th inst., a great portion of the time with the temperature below zero:

BOROUGH OF MANHATTAN—POSTPONED CASES.

Fireman first grade, James McNulty, Engine Co. 4. "Absence without leave." (Two charges.)

Assistant foreman, Thomas P. Gibney, Engine Co. 18. "Absence without leave."

Fireman first grade, Thomas F. Rice, Engine Co. 18. "Neglect of duty."

Fireman third grade, James G. Darling, Engine Co. 29. "Under the influence of liquor."

Fireman first grade, William G. Thayne, Engine Co. 32. "Violation of section 66, article VI, rules and regulations."

Engineer of steamer, Christopher McNamee, Engine Co. 32. "Absence without leave."

NEW CASES.

Fireman first grade, Peter Donnelly, Engine Co. 5. "Absence without leave."

Foreman Andrew Gaffney, Engine Co. 9. "Disobedience of orders." (Two specifications.)

Engineer of steamer, John F. Dunker, Engine Co. 10. "Under the influence of liquor" and "absence without leave; feigning sickness."

Fireman first grade, Louis Semansky, Engine Co. 10. "Disobedience of orders" and "absence without leave."

Fireman first grade, John J. Hannan, Engine Co. 5. "Absence without leave."

Fireman first grade, Wm. C. Thayne, Engine Co. 32. "Neglect of duty" and "disobedience of orders."

Fireman first grade, John Tackney, Engine Co. 34. "Absence without leave."

Fireman first grade, Thos. F. Fannan, Engine Co. 57. "Absence without leave" (under date of February 16th) and "under the influence of liquor" (under date February 20th).

Fireman first grade, Joseph Fitzgerald, Hook and Ladder Co. 3. "Neglect of duty."

Fireman first grade, Edward J. Barry, Hook and Ladder Co. 13. "Disobedience of orders."

Fireman first grade, Anthony Molloy, Hook and Ladder Co. 16. "Disrespectful language to superior officer."

BOROUGH OF BROOKLYN AND QUEENS.

Fireman first grade, Thos. F. McNamara, Engine Co. 19 (detailed Engine Co. 61). "Absence without leave." (Two specifications.)

Fireman second grade, Jos. E. Norton, Engine Co. 32 (detailed to Hook and Ladder Co. 17). "Absence without leave" (two charges), and "under the influence of liquor."

Fireman first grade, James J. Fullerton, Engine Co. 34. "Under the influence of liquor."

Fireman second grade, Alexander G. Roberts, Engine Co. 47. "Absence without leave" and "disrespectful language to superior officer."

Fireman second grade, John E. Curran, Engine Co. 53. "Absence without leave" and "under the influence of liquor."

Fireman second grade, Patrick J. Sullivan, Hook and Ladder Co. 6. "Absence without leave."

BOROUGH OF MANHATTAN.

MARCH 9, 1899.

Fireman first grade, John O'Brien, Engine Co. 3. "Absence without leave." Fined 3 days' pay.

Fireman first grade, Michael Dean, Engine Co. 8. "Conduct prejudicial to good order and discipline" and "neglect of duty." Fined 5 days' pay.

Fireman fourth grade, Jos. P. Dunn, Engine Co. 33. "Conduct prejudicial to good order and discipline; absence without leave" (two charges); "under the influence of liquor," and "disrespect to superior officer." Sentence suspended.

Fireman first grade, John T. Crennan, Hook and Ladder Co. 3. "Absence without leave." Fined 1 day's pay.

Fireman first grade, James Pearl, Hook and Ladder Co. 7. "Absence without leave." Referred to medical officers for report as to his mental condition.

Fireman fourth grade, Charles Majowsky, Hook and Ladder Co. 10. "Neglect of duty." Fined 1 day's pay.

Fireman first grade, James F. Sullivan, Hook and Ladder Co. 13. "Neglect of duty." Fined 10 days' pay.

Fireman first grade, Eugene F. Martin, Hook and Ladder Co. 21. "Absence without leave." Fined 5 days' pay.

BOROUGHES OF BROOKLYN AND QUEENS.

Fireman second grade, Henry M. Post, Engine Co. 4. "Neglect of duty," "under the influence of liquor," "disrespectful language to superior officer," and "absence without leave." Laid over. Medical Officer Long reporting that the accused is suffering from a fractured leg.

Fireman second grade, Thos. W. McDonough, Engine Co. 13. "Under the influence of liquor." Laid over.

Fireman first grade, Wm. F. Dowd, Engine Co. 24 detailed to Engine Co. 61. "Absence without leave." Fined 3 days' pay.

Fireman third grade, Thos. J. Fantry, Engine Co. 59. "Under the influence of liquor." Fined 5 days' pay.

Fireman third grade, John H. Flynn, Engine Co. 60. "Violation section 94, chapter 4, Penal Code." Case dismissed.

Engineer of steamer, John H. Fry, Engine Co. 62. "Absence without leave." Fined 5 days' pay.

Assistant foreman, John H. Gordon, Hook and Ladder Co. 1. "Under the influence of liquor." Fined 10 days' pay.

Fireman third grade, Michael J. Kendrick, Hook and Ladder Co. 7. "Neglect of duty." Case dismissed.

BOROUGHES OF MANHATTAN AND THE BRONX.

MARCH 23, 1899.

Fireman third grade, Wm. W. Darling, Engine Co. 16. "Neglect of duty." Fined 3 days' pay.

Fireman first grade, John Dool, Engine Co. 34. "Absence without leave." Fined 3 days' pay.

Fireman first grade, Thos. Kelly, No. 2, Engine Co. 51. "Neglect of duty." Testimony taken, and referred to medical officers for report as to his fitness to perform the duties of his position.

Foreman John T. Whalen, Engine Co. 52. "Violation of section 15, article VI, rules and regulations." Charge dismissed.

Fireman third grade, Alexander Welsh, Hook and Ladder Co. 10. "Neglect of duty." Fined 1 day's pay.

Fireman first grade, John S. Mulster, Hook and Ladder Co. 14. "Absence without leave." Fined 3 days' pay.

BOROUGHES OF BROOKLYN AND QUEENS.

Assistant foreman Michael Corcoran, Engine Co. 5. "Absence without leave." Decision reserved and transfer ordered to Long Island City.

Assistant foreman Charles Shay, Engine Co. 6. "Absence without leave." Fined 5 days' pay.

Fireman second grade, Thomas W. McDonough, Engine Co. 13. "Under the influence of liquor." Fined 3 days' pay.

Fireman first grade, John J. Deegan, Engine Co. 27. "Under the influence of liquor." Fined 5 days' pay.

Engineer of steamer, Philip A. Bailey, Engine Co. 40. "Under the influence of liquor; absence without leave; neglect of duty." Reduced to the ranks from the 1st prox.

Fireman second grade, John F. Levanion, Engine Co. 40. "Neglect of duty; under the influence of liquor." Fined 10 days' pay in all.

Fireman second grade, Geo. W. Hurst, Engine Co. 43. "Neglect of duty." Fined 3 days' pay.

Engineer of steamer, James Gallagher, Engine Co. 44. "Absence without leave." Reprimanded.

BOROUGHES OF MANHATTAN AND THE BRONX.

APRIL 6, 1899.

Fireman first grade, Louis Loeffler, Engine Co. 2. "Under the influence of liquor." Fined 10 days' pay.

Fireman first grade, Patrick J. Sutton, Engine Co. 12. "Neglect of duty." Fined 5 days' pay.

Fireman third grade, Thomas McParlan, Engine Co. 12. "Neglect of duty." Fined 5 days' pay.

Fireman first grade, Luke McSherry, Engine Co. 38. "Absence without leave." (Two specifications.) Fined 10 days' pay. Ordered examined by the medical officers as to his mental condition. Retired May 5, 1899.

Fireman first grade, Thomas Halpin, Hook and Ladder Co. 5. "Under the influence of liquor; neglect of duty." Fined 10 days' pay and retransferred.

Fireman first grade, Thos. F. Reynolds, Hook and Ladder Co. 19. "Absence without leave." Fined 1 day's pay.

BOROUGH OF BROOKLYN AND QUEENS.

Fireman first grade, John F. Ward, Engine Co. 7. "Under the influence of liquor" (two charges); "absence without leave." Fined 15 days' pay.

Fireman second grade, Jos. E. Norton, Engine Co. 32. "Absence without leave" (three charges); "under the influence of liquor." Laid over until 20th inst., by reason of illness of accused.

Fireman first grade, Edward J. May, Engine Co. 35. "Under the influence of liquor." Fined 3 days' pay.

Fireman second grade, John R. Hanson, Engine Co. 41, "Neglect of duty" and "under the influence of liquor." Fined 10 days' pay.

Fireman second grade, Michael Johnson, Engine Co. 41. "Under the influence of liquor." Fined 5 days' pay.

Fireman second grade, Jos. Quigley, Engine Co. 47. "Absence without leave." Fined 5 days' pay.

Fireman second grade, Jos. E. Curran, Engine Co. 53, detailed to Co. 62. "Neglect of duty." Fined 5 days' pay.

Fireman first grade, Frank J. Smith, Hook and Ladder Co. 7, detailed to Hook and Ladder Co. 16. "Neglect of duty." Fined 5 days' pay.

BOROUGH OF MANHATTAN AND THE BRONX

APRIL 20, 1899.

Fireman first grade, Daniel Duggan, Engine Co. 4. "Absence without leave." Fined 10 days' pay.

Engineer Joseph G. McKiever, Engine Co. 18. "Under the influence of liquor; disrespectful language to superior officer; disobedience of orders; absence without leave. Fined 10 days' pay in all, and reduced to the ranks.

Fireman first grade, Wm. C. Thayne, Engine Co. 32. "Conduct prejudicial to good order; absence without leave; disrespectful language to superior officer." Fined 10 days' pay.

Fireman first grade, Frank Schnepf, Hook and Ladder Co. 7. "Neglect of duty." Fined 2 days' pay.

Fireman third grade, John Knapp, No. 2, Hook and Ladder Co. 18. "Neglect of duty; violation of section 29, article VI, rules and regulations; absence without leave." Fined 9 days' pay in all.

Fireman first grade, John E. Nickerson, Hook and Ladder Co. 22. "Absence without leave." Fined 10 days' pay and transfer ordered.

BOROUGHES OF BROOKLYN AND QUEENS.

Fireman first grade, John Kelly, Engine Co. 6, detailed to Hook and Ladder Co. 16. "Absence without leave; conduct prejudicial to good order." (Two specifications.) Reprimanded.

Fireman first grade, John J. Grant, Engine Co. 10. "Neglect of duty." Fined 5 days' pay.

Fireman first grade, John F. Judge, Engine Co. 12. "Absence without leave." (Two specifications.) Fined 6 days' pay.

Fireman second grade, Jos. E. Norton, Engine Co. 32. (Laid over from 6th inst.) "Under the influence of liquor; absence without leave." (Four charges.) Fined 25 days' pay.

Fireman first grade, Peter B. Carney, Engine Co. 33. "Conduct prejudicial to good order." Reprimanded.

Fireman third grade, Michael Emmet, Engine Co. 61. "Absence without leave." Fined 3 days' pay.

Fireman first grade, James Stapleton, Hook and Ladder Co. 4. "Absence without leave." Fined 2 days' pay.

Fireman first grade, John Connolly, Hook and Ladder Co. 6. "Under the influence of liquor; disrespectful language to superior officer." Fined 6 days' pay in all.

BOROUGH OF MANHATTAN.

MAY 4, 1899.

Engineer Charles S. McArthur, Engine Co. 29. "Absence without leave." Fined 5 days' pay.

Fireman first grade, John Tackney, Engine Co. 34. "Neglect of duty; absence without leave." (Two charges.) Fined 10 days' pay.

Fireman third grade, Wm. Delaney, Hook and Ladder Co. 8. "Neglect of duty." Fined 1 day's pay.

Fireman first grade, Walter J. Henry, Hook and Ladder Co. 10. "Absence without leave." Fined 2 days' pay.

Fireman first grade, Edward F. Hargrove, Hook and Ladder Co. 10. "Absence without leave." (Two charges.) "Disrespectful language to superior officer." Fined 20 days' pay and warned.

Fireman fourth grade, Edward F. Collins, Hook and Ladder Co. 18. "Conduct prejudicial to good order." Fined 5 days' pay.

BOROUGH OF BROOKLYN AND QUEENS.

Fireman first grade, Francis S. McKenna, Engine Co. 12, detailed to Co. 63. "Absence without leave." Fined 2 days' pay.

Fireman second grade, Joseph F. McNamara, Engine Co. 27. "Absence without leave." Fined 3 days' pay.

BOROUGH OF MANHATTAN AND THE BRONX

MAY 18, 1899.

Fireman first grade, Ed. J. McCarthy, Engine Co. 1. "Absence without leave." Fined 10 days' pay.

Fireman fourth grade, Wm. D. Chalmers, Engine Co. 1. "Absence without leave." (Two charges.) Fined 10 days' pay.

Fireman first grade, James McNulty, Engine Co. 4. "Absence without leave." Fined 5 days' pay.

Fireman first grade, Joseph Emiro, Engine Co. 13. "Violations of sections 231 and 235, rules and regulations." Fined 10 days' pay.

Fireman third grade, Michael McCormack, Engine Co. 14. "Disrespect to superior officer." Fined 10 days' pay.

Fireman first grade, John Dool, Engine Co. 34. "Neglect of duty." Reprimanded.

Engineer of Steamer, Thomas J. Burke, Engine Co. 60. "Absence without leave." Reduced to first grade fireman, from 19th inst.

Fireman first grade, Wm. Tilley, Hook and Ladder Co. 5. "Neglect of duty." Reprimanded.

Fireman first grade, Thomas J. Tobin, Hook and Ladder Co. 10. "Neglect of duty." Fined 5 days' pay.

Fireman third grade, John Schneider, Hook and Ladder Co. 10. "Neglect of duty." Fined 2 days' pay.

Fireman third grade, Alexander Welsh, Hook and Ladder Co. 10. "Neglect of duty." Fined 3 days' pay.

Fireman first grade, John S. Mulster, Hook and Ladder Co. 14. "Absence without leave." Fined 10 days' pay.

Fireman first grade, Charles M. Byrnes, Hook and Ladder Co. 18. "Absence without leave; disobedience of orders; disrespect to superior officer." Fined 9 days' pay.

Fireman first grade, James McCullen, Hook and Ladder Co. 21. "Neglect of duty." (Two charges.) Fined 5 days' pay.

BOROUGHES OF BROOKLYN AND QUEENS.

Fireman second grade, Henry M. Post, Engine Co. 4. (Postponed from March 9, 1899.) "Neglect of duty; under the influence of liquor; disrespectful language to superior officer; absence without leave." Fined 8 days' pay in all.

Engineer of steamer, John J. Grant, Engine Co. 10. "Under the influence of liquor." Reduced to first grade fireman from 19th instant.

Fireman first grade, Thomas Boland, Engine Co. 21. "Under the influence of liquor." (Two charges.) "Neglect of duty." Fined 15 days' pay in all.

Fireman first grade, James J. Fullerton, Engine Co. 34. "Under the influence of liquor; violation of section 235, rules and regulations." Fined 5 days' pay in all.

Fireman first grade, John J. McKeever, Engine Co. 37. "Absence without leave." Fined 5 days' pay.

Fireman second grade, John E. Curran, Engine Co. 53, detailed to Co. 62. "Neglect of duty." Fined 3 days' pay.

Fireman first grade, Francis Kiernan, Hook and Ladder Co. 8. "Absence without leave; under the influence of liquor; conduct

prejudicial to good order and discipline." (Two specifications.)
Fined 20 days' pay in all.

Fireman third grade, Michael J. Kendrick, Hook and Ladder Co. 17. "Neglect of duty." Fined 3 days' pay.

BOROUGH OF MANHATTAN.

JUNE 1, 1899.

Foreman Thomas F. Connelly, Engine Co. 66. "Absence without leave." Reprimanded.

Fireman first grade, David J. Horgan, Hook and Ladder Co. 5. "Absence without leave." Fined 5 days' pay.

BOROUGH OF BROOKLYN AND QUEENS.

Fireman first grade, John J. McMahon, Engine Co. 3. "Neglect of duty." Fined 2 days' pay.

Foreman Geo. L. Brown, Engine Co. 62. "Violation of section 70, rules and regulations." Reprimanded.

Fireman fourth grade, L. J. O'Byrne, Hook and Ladder Co. 10. "Absence without leave." Reprimanded.

BOROUGH OF MANHATTAN AND THE BRONX.

JUNE 15, 1899.

Fireman first grade, John P. Barrett, Engine Co. 3. "Violation of section 296, rules and regulations." Fined 1 day's pay.

Fireman first grade, Charles G. Motzel, Engine Co. 8. "Under the influence of liquors, drug or compound." Fined 10 days' pay.

Fireman first grade, Wm. D. McCurron, Eng. Co. 10. "Conduct prejudicial to good order and discipline." Case dismissed.

Fireman first grade, David A. McFlaherty, Engine Co. 16. "Neglect of duty." Fined 2 days' pay.

Fireman first grade, Wm. F. Bennett, Engine Co. 16. "Absence without leave." Fined 5 days' pay.

Fireman third grade, James T. Keeling, Engine Co. 16. "Neglect of duty." Fined 5 days' pay.

Fireman first grade, John F. Cassidy, Engine Co. 58. "Absence without leave." (Two charges.) Fined 5 days' pay in all.

Foreman Wm. J. Colby, Engine Co. 61. "Neglect of duty." Reprimanded.

Fireman first grade, Samuel Quigley, Engine Co. 62. "Violation of section 237, rules and regulations." Fined 2 days' pay.

BOROUGHES OF BROOKLYN AND QUEENS.

Fireman first grade, John J. Grant, Engine Co. 5. "Absence without leave; violation of section 91, rules and regulations." Fined 5 days' pay.

Fireman first grade, Eugene D. Lynch, Engine Co. 5. "Disrespect to superior officer." Fined 10 days' pay.

Fireman second grade, Michael F. Merron, Engine Co. 24. "Absence without leave." Fined 2 days' pay.

Fireman first grade, Peter B. Carney, Engine Co. 33, detailed to Hook and Ladder Co. 16. "Under the influence of liquor." Reprimanded.

Fireman second grade, John W. Kirk, Engine 42. "Absence without leave; violation of section 209, rules and regulations; violation of section 300, rules and regulations." Fined 15 days' pay.

Engineer of steamer, Alfred J. Stuart, Engine Co. 43. "Absence without leave; violation of section 209, rules and regulations." Reduced to rank of second grade fireman from 19th instant.

Fireman first grade, James J. Connors, Engine Co. 53. "Absence without leave." (Two.) "Under the influence of liquor, etc.; disrespect to superior officer." Fined 20 days' pay in all.

Fireman second grade, John E. Curron, Engine Co. 53, detailed to Co. 62. "Under the influence of liquor, drug, etc.; absence without leave." Fined 15 days' pay.

Fireman third grade, John H. Flynn, Engine Co. 60. "Under the influence of liquor; absence without leave." Fined 6 days' pay in all.

Fireman second grade, Michael Irwin, Hook and Ladder Co. 5, detailed to Engine Co. 61. "Absence without leave." Fined 3 days' pay.

Fireman third grade, James Flynn, Hook and Ladder Co. 16. "Disobedience of orders." Reprimanded.

BOROUGH OF MANHATTAN AND THE BRONX.

JUNE 29, 1899.

Fireman first grade, John J. Hannan, Engine Co. 15. "Absence without leave." (Two.) Sentence suspended and warned that if again found guilty on any complaint he will be dismissed.

Fireman first grade, John Tackney, Engine Co. 34. "Absence without leave." Fined 3 days' pay.

Fireman fourth grade, Peter J. Smith, Hook and Ladder Co. 2. "Absence without leave." Fined 5 days' pay.

Fireman first grade, James C. Young, Hook and Ladder Co. 4. "Disrespectful language to superior officer." Fined 10 days' pay.

Fireman first grade, James Pearl, Hook and Ladder Co. 7. "Neglect of duty." Reprimanded.

Batteryman James J. Woodbridge, fire alarm telegraph branch. "Neglect of duty." Testimony taken and adjourned until 12th inst., at 11 o'clock a. m.

Clerk George Teller, fire alarm telegraph branch. "Neglect of duty." Charge dismissed.

Groundman Francis Curtin, fire alarm telegraph branch. "Under the influence of intoxicating beverage, drug or compound" and "absence without leave." Discharged the service of the department July 1, 1899.

BOROUGH OF BROOKLYN AND QUEENS.

Foreman John A. Keveny, Engine Co. 11. "Neglect of duty." Reprimanded.

Fireman fourth grade, Edward S. Kelly, Engine Co. 13. "Absence without leave." Fined 3 days' pay.

Engineer of steamer, Charles McConeghy, Engine Co. 13 (postponed from 15th inst.). "Under the influence of liquor, drug or compound." Reduced to first grade fireman, July 1, 1899.

Fireman second grade, Frank J. Keating, Engine 16. "Absence without leave." Fined 3 days' pay.

Fireman first grade, Thomas J. McDermott, Engine Co. 49. "Absence without leave." Fined 3 days' pay.

Fireman second grade, Bennett H. Clarke, Engine Co. 49. "Absence without leave." (Two specifications.) Fined 10 days' pay.

BOROUGH OF MANHATTAN AND THE BRONX.

JULY 13, 1899

Fireman first grade, Wm. D. McCarron, Engine Co. 10. "Absence without leave; neglect of duty." (Two specifications.) Fined 3 days' pay in all.

Fireman first grade, John P. Breen, Engine Co. 10. "Disrespect to superior officer." Fined 10 days' pay.

Fireman fourth grade, Andrew J. Conlon, Engine Co. 30. "Absence without leave." Fined 2 days' pay.

Engineer of steamer, George J. Lynch, Engine Co. 33. "Violation of section 160, rules and regulations." Charge dismissed.

Engineer of steamer, Edward J. Post, Engine Co. 33. "Violation of section 160, rules and regulations." Charge dismissed.

Fireman third grade, Harry A. Bohme, Engine Co. 33. "Violation of section 254, rules and regulations." Charge dismissed.

Fireman third grade, John T. Conway, Engine Co. 33. "Absence without leave." Fined 3 days' pay.

Fireman first grade, Thomas J. Burke, Engine Co. 46. "Absence without leave" and "under the influence of liquor." Fined 20 days' pay and warned.

Assistant Foreman Henry F. Mackey, Engine Co. 61. "Neglect of duty." Reprimanded.

Fireman first grade, Patrick H. Corey, Hook and Ladder Co. 15. "Disrespect to superior officer." (Two specifications.) Fined 20 days' pay in all.

Batteryman Jas. J. Woodbridge, fire alarm telegraph branch. "Neglect of duty." (Postponed from 29th ult. and 12th inst.) Charge dismissed.

BOROUGH OF BROOKLYN AND QUEENS.

Deputy chief of department, Wm. H. Delahanty (detailed to command twenty-first battalion). "Absence without leave." Charge dismissed.

Foreman Dennis J. McKinney, Engine Co. 48. "Disrespect to superior officer." Reprimanded.

Fireman second grade, Geo. W. Clark, Engine Co. 14. "Absence without leave." Fined 5 days' pay.

Fireman fourth grade, Peter J. Keenan, Engine Co. 34. "Absence without leave." Fined 5 days' pay.

Fireman second grade, John J. Hayes, Engine Co. 51. "Absence without leave; under the influence of liquor," etc. Fined 5 days' pay in all.

Assistant foreman Wm. F. Dains, Engine Co. 51 (detailed to Co. 58). "Neglect of duty." Charge dismissed.

Fireman third grade, Christopher Gravius, Engine Co. 58. "Absence without leave." Fined 10 days' pay.

Fireman third grade, Patrick J. McLarney, Engine Co. 58. "Neglect of duty." Charge dismissed.

Fireman second grade, John E. Curran, Engine Co. 53 (detailed to Engine Co. 62). "Under the influence of liquor," etc.; "absence without leave." (Two charges.) Fined 30 days' pay in all.

Fireman first grade, Dennis Flannery, Hook and Ladder Co. 2 (detailed to Engine Co. 9). "Disrespect to superior officer; conduct prejudicial to good order and discipline." Fined 10 days' pay in all.

Foreman John J. Slattery, Hook and Ladder Co. 16. "Absence without leave." Charge dismissed.

Fireman third grade, James Flynn, Hook and Ladder Co. 16. "Disrespect to superior officer" and "absence without leave." Fined 20 days' pay in all.

BOROUGHES OF MANHATTAN AND THE BRONX.

JULY 27, 1899.

Fireman third grade, James T. Keeling, Engine Co. 16. "Under the influence of liquor." Fined 10 days' pay.

Fireman third grade, Thos. F. Foley, Engine Co. 20. "Absence without leave." Fined 5 days' pay.

Fireman first grade, Patrick J. McMahon, Hook and Ladder Co. 16. "Conduct prejudicial to good order and discipline." Fined 1 day's pay.

Fireman first grade, John H. Corr, Hook and Ladder Co. 16. "Conduct prejudicial to good order and discipline." Fined 1 day's pay.

BOROUGHES OF BROOKLYN AND QUEENS.

Fireman first grade, Christopher D. Bayne, Engine Co. 1. "Absence without leave." Fined 5 days' pay.

Fireman first grade, Edward F. Dowd, Engine Co. 61. "Conduct prejudicial to good order and discipline." (Two specifications.) Case dismissed.

AUGUST 10, 1899.

Assistant Foreman Manuel J. Garcia, Engine Co. 26. "Absence without leave." Transfer ordered.

Fireman third grade, Thos. McParlan, Engine Co. 12. "Under the influence of liquor" (two charges); "absence without leave."

Fireman fourth grade, Peter J. Smith, Hook and Ladder Co. 2. "Absence without leave." Fined 5 days' pay.

Fireman third grade, Maurice E. Sheehy, Engine Co. 18. "Disobedience of orders." Fined 2 days' pay.

Fireman first grade, Jas. McCullen, Hook and Ladder Co. 21. "Neglect of duty" (two charges); "disrespectful language to superior officer."

Fireman first grade, Arthur J. Lott, Hook and Ladder Co. 5. "Disobedience of orders" (two charges); "neglect of duty." Fined 4 days' pay.

BOROUGHES OF BROOKLYN AND QUEENS.

Fireman first grade, Jas. A. Fullerton, Engine Co. 62. "Absence without leave" and "under the influence of liquor." Fined 7 days' pay.

Fireman first grade, Peter B. Carney, detailed to Hook and Ladder Co. 16. "Under the influence of liquor." Fined 5 days' pay.

Fireman third grade, Michael Emmet, Engine Co. 61. "Neglect of duty." Fined 3 days' pay.

Fireman first grade, Timothy J. Manning, Engine Co. 3. "Neglect of duty." Fined 3 days' pay.

Fireman second grade, Frank J. Keating, Engine Co. 16. "Neglect of duty." Fined 3 days' pay.

Fireman first grade, Christopher D. Boyne, Engine Co. 1. "Absence without leave." Fined 7 days' pay.

BOROUGH OF MANHATTAN AND THE BRONX.

AUGUST 24, 1899.

Engineer of steamer, Louis W. Riehs, Engine Co. 12. "Absence without leave." Reprimanded.

Engineer of steamer, Thos. Sullivan, Jr., Engine Co. 22. "Absence without leave." Fined 5 days' pay.

Fireman first grade, Daniel H. McParland, Engine Co. 56. "Absence without leave." Fined 10 days' pay.

Fireman fourth grade, Edward F. Collins, Hook and Ladder Co. 18. "Neglect of duty." Fined 3 days' pay.

Fireman first grade, Chas. M. Byrnes, Hook and Ladder Co. 18. "Neglect of duty." Fined 3 days' pay.

Fireman first grade, Frederick W. Green, Hook and Ladder Co. 23. "Violation of section 210, rules and regulations 1898." Fined 5 days' pay.

BOROUGH OF BROOKLYN AND QUEENS.

Fireman second grade, John H. Doran, Engine Co. 31. "Under the influence of liquor." Fined 5 days' pay.

Fireman first grade, Peter Hecker, Engine Co. 14. "Violation section 335, rules and regulations 1898." Reprimanded.

Fireman first grade, John J. Grant, Engine Co. 5. "Neglect of duty." Fined 3 days' pay.

Fireman first grade, Frank Voltz, Hook and Ladder Co. 1. "Violation section 235, rules and regulations," and "disrespectful language to superior." Fined 5 days' pay.

Fireman first grade, Patrick Hanigan, Hook and Ladder Co. 1. "Disobedience of orders." Fined 3 days' pay.

Fireman second grade, Michael F. Merron, Engine Co. 24. "Absence without leave." Fined 2 days' pay.

BOROUGH OF MANHATTAN AND THE BRONX.

SEPTEMBER 7, 1899.

Fireman first grade, John E. Nickerson, Engine Co. 36. "Under the influence of liquor." Fined 5 days' pay.

Fireman fourth grade, Jos. P. Dunn, Engine Co. 33. "Disrespect to superior officer." Fined 5 days' pay.

Fireman first grade, Jas. G. Corbett, Engine Co. 54. "Neglect of duty." Fined 2 days' pay.

Fireman first grade, John H. Corr, Hook and Ladder Co. 16. "Absence without leave" and "neglect of duty." Fined 2 days' pay.

Fireman first grade, Wm. D. McCarron, Engine Co. 10. "Intoxication" and "insubordination." Fined 15 days' pay.

BOROUGH OF BROOKLYN AND QUEENS.

Fireman first grade, John J. Grant, Engine Co. 5. "Under the influence of liquor." Fined 6 days' pay.

Fireman first grade, Francis S. McKenna, Engine Co. 12. "Reckless driving." Fined 3 days' pay.

Fireman fourth grade, Joseph B. Fish, Engine Co. 25. "Neglect of duty." Reprimanded.

Fireman second grade, Joseph F. Campbell, Engine Co. 50. "Absence without leave." Fined 3 days' pay.

Fireman second grade, Francis J. McBride, Engine Co. 53. "Absence without leave." Fined 5 days' pay.

Fireman third grade, Christopher Gravius, Engine Co. 58. "Absence without leave." (Three charges.) Fined 6 days' pay.

Fireman first grade, Patrick Harrigan, Hook and Ladder Co. 1. "Disobedience of orders" and "disrespect to superior officer." Fined 3 days' pay.

Fireman third grade, John J. Creighton, Hook and Ladder Co. 16. "Under the influence of liquor." Fined 5 days' pay.

Mr. Moss—Mr. Chairman, it is a matter of regret to have to discuss the uniform force of the fire department of New York, and the evidence that we have, is not for the purpose of discrediting the uniform force of the fire department itself, it is to show the present discipline, or lack of discipline, which has begun to appear in that department, and which, as in the police department, is most strongly illustrated in the charges, trials and judgments imposed upon the firemen. Every one realizes the laborious and dangerous work of a fireman, and the peculiar circumstances they are under at times, and the importance of keeping them entirely free of political considerations, and under the reasonably disciplinary hand of a commissioner who will understand the im-

portance of proper judgment in serious cases. Undoubtedly it is true in the fire department, as in the police department, that the great bulk of the force has no sympathy with members of the force who violate the rules, and become guilty of intoxication, neglect of duty, insubordination, absence without leave, etc. It is more with the idea of preserving our heroic fire force that attention is called to this matter, than with any intention of finding fault with it. The tables produced by Mr. Doherty may vary the computation which we have made from the City Record, but the figures obtained from the City Record will rather be under than over what will appear on Mr. Doherty's report. This computation is made up upon the figures of the City Record.

We offer in evidence, first, a list of convictions of members of the first department since January 1, 1898, on the charge of intoxication, where the members have not been dismissed, and it appears from the list that there are 100 charges since January 1, 1898, 100 cases where the officers have been convicted of intoxication, and not dismissed from the force. These 100 cases show a total punishment of 553 days' pay, the average punishment for an offense of intoxication is a fine of $5\frac{1}{2}$ days' pay, and that computation would have to be reduced if we could get at it exactly because some of the penalties are included with other penalties, and the judgment given for intoxication included other offenses.

ABBREVIATIONS.

B. B.—Boroughs of Brooklyn and Queens.

Man.—Boroughs of Manhattan and Bronx.

E.—Engine Company.

H. L.—Hook and Ladder Company.

UNDER INFLUENCE OF LIQUOR.

1898.

Jan. 12. Wm. E. Lawrence, found excusable under circumstance.

21. John T. Neary, H. L. 11, B. B. Five days' pay.

Francis J. Connelly, H. L. 2. Severely reprimanded.

Stephen J. O'Leary, E. 38. Two days' pay.

John J. Walsh, E. 39. Two days' pay.

Hugh J. Farrell, E. 7. Two days' pay.

1898.

- Feb. 9. James A. McCormick, No. 2, E. 18. Intoxicated and absent without leave. Warned if again found guilty will be dismissed.
- March 9. John T. Reilly, E. 37, 10 days. Dismissed for intoxication June 2.
- Geo. Holloran, H. L. 9. Ten days.
16. John Dool, E. 19. Five days.
- Francis S. McKenna, E. 12. Ten days. Brooklyn.
- John J. Mullaly. Ten days. Brooklyn.
- Wm. F. Dowd, E. 24. Ten days.
- April 13. Barnard J. Coyle, E. 19. Ten days.
20. Wm. J. McGowan, E. 11. Charged dismissed and transferred and sent to inebriate asylum or sanitarium.
- May 5. Luke McSherry, E. 38. Ten days.
- Thomas F. Fannan, E. 57. Two days.
11. John Dool, E. 19. Five days.
- James A. McCormick, No. 2, E. 18. Referred to medical.
14. James McKeon, E. 63. Five days. Brooklyn.
- John K. Fickett, E. 13. Five days.
- Michael J. Maloney, E. 8. See absence without leave. Brooklyn.
- Wm. H. Egan, E. 20. Three days.
- Thomas J. Spellman, E. 5. Three days.
- June 8. Michael H. Dynan, E. 56. Ten days. See absence.
14. Henry M. Post, E. 4. Detailed to H. L. 15. Intoxicated; unfit for duty; absence without leave; discharged.
- Ed. L. Lynch, E. 9. Under influence of liquor; absence; neglect of duty; failed to answer fire alarm. Thirty days.
- Aug. 8. Wm. H. Foster, E. 5. Intoxicated and neglect duty. Five days.
- J. J. Mullaly, E. 10. Intoxicated and absent from duty. Ten days.
- Francis J. Keating, E. 13. Intoxicated and discharged.

1898.

- Sept. 22. John Tachney, E. 34. Five days and warned.
C. E. Victory, E. 34. Under influence of liquor,
neglect of duty and absence without leave. Five
days and warned.
A. A. Cooke, H. L. 10. Two days and warned.
James Toney, E. 25. Under influence of liquor and
absence. Three days.
- Oct. 6. James Gallagher, E. 44. Intoxicated and absent; 11
charges; reserved.
20. James J. Connor, E. 53. Six days. See absence.
John J. Martin, No. 2, C. E., No. 1. Five days.
Alex. F. Norton, H. L. Five days.
- Nov. 3. Timothy J. Manning, E. Two days.
James H. Van Pelt, E. 41. Three days.
Thomas J. Murphy, E. 49. Three days.
17. John E. Fry, E. 62. Five days.
Philip A. Bailey, E. 40. Five days.
Patrick J. Sullivan, H. L. 14. One day.
Thomas P. Connolly, W. 71. Six days; two charges.
See absence.
James Flynn, H. L. 16. Three days.
- Dec. 1. Robert McNeran, H. L. 3. Two days. See absence.
15. Patrick P. Marshall, Bk. E. 4. Under influence of
liquor; dismissed; lays to superintendent; absence
(4), 6 days in all.

1899.

- Jan. 26. Patrick Gannon, Man. E. 8. Under influence of liquor
and absence. Eleven days.
John N. Dunworth, Bk. E. 5. Under influence of
liquor and absence. Seven days.
- Feb. 23. James G. Darling, Man. E. 29. Discharged without
trial; cold weather.
John F. Dunker, Man. E. 10. Under influence of
liquor; absence; sickness.
Thomas J. Farnum, Man. E. 57. Eleven days.
Joseph E. Norton, Bk. E. 32. Under influence of
liquor and absence (2); 11 days.
James J. Fullerton, Bk. E. 34.

1899.

- Feb. 23. John E. Curran, E. 53, H. 17. Under influence of liquor and absence. Eleven days.
- May 9. Joseph F. Dunn, Man. E. 33. Intoxicated and absence without leave (2), continued to be good under discharge; reserved to superintendent's office; sentence suspended.
9. Henry M. Post, Bk. E. 4. Under influence of liquor; dismissed; days absence, May 18, 8 days; laid over.
- Thos. W. McDonough, E. 24. Three days on March 23d.
- Thos. J. Fantry, E. 59. Five days.
- John H. Gordon, assistant foreman, H. L. I. Ten days.
23. John J. Dugan, Bk. E. 27. Five days.
- Eng. Philip A. Bailey, Bk. E. 40. Under influence of liquor; absent and neglect; reduced.
- John T. Levannon, Bk. E. 40. Under influence of liquor; neglect; 10 days.
- April 6. Louis Loeffler, Man. E. 2. Ten days.
- Thomas Halpin, H. L. 5. Under influence of liquor and neglect; 10 days and transfer.
- John T. Ward, Bk. E. 7. Under influence of liquor (2) and absent; 15 days.
- Jos. E. Norton, E. 32, Bk. Intoxicated (3) and absent; 3 days; laid over.
- E. J. May, Bk. E. 35. Three days.
- John R. Hanson, Bk. E. 41. Under influence of liquor and neglect of duty; 10 days.
- Michael Johnson, Bk. E. 41. Five days.
- May 18. Eng. John J. Grant, Bk. E. 10. Reduced.
- Thomas Boland, E. 21. Fifteen days (2); neglect of duty.
- Jas. J. Fullerton, E. 34. Five days.
- Francis Kiernan, H. L. 8. Twenty days; under influence of liquor; absent without leave.
- June 15. Charles G. Motzel, Man. E. 8. Ten days.
- Peter B. Carney, Bk. E. 33. Rep. det. H. L. 16.
- Jas. J. Connors, Bk. E. 53. Twenty days; under influence of liquor; absent (2); disp.

1899.

- June 15. John E. Currow, E. 53. Fifteen days; under influence of liquor and absent.
 John H. Flynn, E. 60. Six days; under influence of liquor and absent.
 Eng. Chas. McCoughy, Bk. E. 13. Reduced and warned.
- July 13. Wm. J. Burke, Man. E. 46. Twenty days; under influence of liquor and absent.
 John J. Hayes, Bk. E. 51. Five days; under influence of liquor and absent.
 John E. Curran, E. 53. Thirty days; under influence of liquor and absent (2).
- Aug. 10. Thos. McParlan, Man. E. 32. Ten days; under influence of liquor and absent.
 Jas. A. Fullerton, Bk. E. 62. Seven days; under influence of liquor and absent.
 Peter B. Carney, H. L. 16. Five days.

ADDITIONAL CASES.

1898.

- Jan. 12. Francis S. McKenna, Bk. E. 12. Five days.
 Hugh J. Gallagher, Bk. E. 19. Ten days (2).
 Jas. J. Fullerton, Bk. E. 24. Five days.
 Jas. Flynn, H. L. 16. Three days.
 Jas. J. Connors, E. 53. Fifteen days; absent and dis.

I also offer a list of convictions within that period for absence without leave. There are 205 convictions for absence without leave that appear upon that list—205 convictions for absence without leave. The total fines in these convictions amount to 796 days' pay. The average fine is 3 47-117ths in each case.

ABSENCE WITHOUT LEAVE.

1898.

- Jan. 12. Fred W. Green. Five days.
 Jas. J. Tobin. One day.
 Jas. McNulty. Two days.
 Jas. W. Merry. Three days.
 Chas. M. Byrnes. Excused.

1898.

- Jan** 12. Daniel Duggan. Ten days.
 21. Jas. Lynch, Bk. and Queens, E. 9. Five days (2).
 Jas. Butler, E. 24. Rep.
 28. Jas. Moore, driver. Rep.
- Feb.** 2. Martin Butler, E. 19. Three days.
 John J. Abberton, H. L. 7. Guilty but excused.
 Thos. F. Reil, E. 18. One day.
 Robt. McDonald, E. 33. Two days.
 9. John S. Mulster, H. L. 4. Ten days.
 16. Bernard J. Coyle, E. 19. One day.
 Michael Donovan, E. 12. One day.
 Daniel J. Drew, E. 32. Ten days.
 Thos. J. Tobin, H. L. 10. Three days.
 Geo. Park, Bk. and Queens, H. L. 6. Rep.
 Florence T. Crowley, E. 24. Rep.
 19. Dennis McDonnell. Rep.
- March** 2. John E. Nickerson, H. L. 22. Five days.
 9. Fred W. Green, H. L. 10. Five days.
 Daniel J. Drew, E. 32. Five days. (See neg. duty.)
 Geo. Halloran, H. L. 9. One day.
 16. John Dugan, E. 24. Five days. Manhattan.
 Jas. Gallagher, E. 44. Ten days. Brooklyn.
 Louis Hamburger, E. 44. Ten days. Brooklyn.
 Michael Johnson, E. 41. Ten days. Brooklyn.
 Jas. M. Jones, H. L. 7. Ten days. Brooklyn.
 Francis Kiernan, E. 15. Five days. Brooklyn.
 Frank Boltz, H. L. 1. Ten days. Brooklyn.
 Daniel Boyne, E. 2. Five days. Brooklyn.
 John J. McMann, E. 3. Rep. Brooklyn.
 Wm. F. Dowd, E. 24. Twenty days on 2 charges.
 22. Robt. Magill, H. L. 18. Two days.
 Jas. F. Harris, E. 18. Two days.
 30. Edwin C. Murtha, E. 16. Rep.
 Patrick J. Sutton, E. 12. Three days.
- April** 6. Michael J. Furlong, H. L. 1. Five days.
 Peter Murphy, E. 30. Three days and transfer.
 13. John C. Clark, H. L. 1. Five days. (See dis. Jan.)
 John S. Mulster, H. L. 4. Five days.

1898.

- April 13. Bernard J. Coyle, E. 19. Three charges 15 days. (See
intox.)
20. Jas. McCullan, H. L. 19. Ten days. (See dis.)
John A. McGuire, E. 33. Three days.
27. Wm. Cunningham, No. 2, E. 12. Rep.
Patrick J. Sutton, E. 12. Rep.
- May 5. Luke McSherry, E. 38. Ten days.
9. Jas. C. Young, H. L. 4. Five days.
John J. Hannan, E. 34. Seven days; (two cases).
14. Jas. N. Jones, Brooklyn, H. L. 7. Fifteen days; (bottle
of liquor in his possession).
Patrick J. Graham, E. 25. Rep.
Thos. F. Dowd, E. 7. Four days.
Wm. J. Barry, Brooklyn, E. 33. Three days.
Michael J. Maloney, Brooklyn, E. 8. Twenty days;
(absent without leave. See disobeyed in; intox.)
David Hyde, E. 9. Fifteen days.
- June 2. John S. Mulster, H. L. 4. Ten days; (2 specif.)
8. Patrick Gannon, E. 8. One day.
John Tackney, E. 34. Five days; (2 specif.)
Michael H. Dyman, E. 56. Five days; (2 specif. See
intox.)
Michael H. Dynan, Brooklyn, E. 56. Five days; (2
specif. See intox.)
14. Florence T. Crowley, E. 24. One day.
Jas. H. Touhey, Brooklyn, E. 25. One day.
Bennett H. Clarke, Brooklyn, E. 49. Three days.
David Rose, Brooklyn, E. 25. Two days; (2 charges).
Wm. G. McGowan, Brooklyn, E. 8. Two days.
Thomas Boland, Brooklyn, E. 21. Three days.
Francis S. McKenna, Brooklyn, E. 12. One day.
29. Robert McGill, H. L. 5. Rep.
Thos. F. Foley, E. 20. Rep.
Chas. W. Miller, E. 7. Rep.
- July 6. Thos. F. Rice, E. 18. Fifteen days (3 specifics.)
9. John P. Gallagher, E. 6. (Guilty but charge dis-
missed.)
Jas. W. Merry, E. 26. Five days.

1898.

- July 9. Benjamin F. Hobbs, E. 26. Guilty but charge dismissed.
27. Thos. Hefferman, E. 32. Ten days (2 charges).
John E. Sheedy, E. 55. Rep.
- Aug. 8. John Kelly, E. 6, Det. H. L. 16. Seven days; (absent without leave; 4 charges, 2 of neglect of duty).
John J. Mullanhy, Brooklyn, E. 10. Two days.
Thos. Boland, Brooklyn, E. 21. One day.
10. Louis Loeffer, E. 19. Three days.
17. Michael J. Furlong, H. L. 1. Five days.
John E. Nickerson, H. L. 22. One day.
- Sept. 22. Geo. Wunder, H. L. 12. Rept. and neglect of duty.
Benjamin F. Hobbs, E. 26. Rep. and transferred.
Louis W. Richs, E. 12. Rep.
- Oct. 6. Jas. Fitzpatrick, E. 19. Three days.
Thos. P. Connolly, W. 7. 1 Det. H. L. 16. Rep. Brooklyn.
20. John Tackney, E. 34. Fifteen days; (4 specifics).
Thos. F. Foley, E. 20. Three days.
Chas. S. McArthur, E. 11. Three days and transfer.
Jas. Gallagher, Brooklyn, E. 44. Dec. reserved.
Frank Vonderlin, Brooklyn, E. 30. One day.
Jas. J. Connors, E. 53. Nine days (3 specifics. See in-tox.).
Alex. F. Norton, Brooklyn, E. 1. Five days.
Wm. H. Jones, Brooklyn, H. L. 5. Five days.
Thos. J. Flantly, Brooklyn, E. 59. Five days and transfer.
- Nov. 3. Wm. J. Barry, Brooklyn, E. 33. Five days. (See neglect.)
Frederick Wardell, Brooklyn, E. 42. Three days.
17. Edward F. Hargrove, H. L. 10. One day.
Daniel Dugan, E. 4. Ten days; (2 charges).
Alex. Welsh, H. L. 10. One day.
Martin Corcoran, Brooklyn, E. 5. Five days.
Wm. J. Barry, E. 33. Fifteen days. Brooklyn; (5 charges).
Thos. F. Clear, Jr., E. 45. Five days. Brooklyn.

1898.

- Nov. 17. W. G. McGowan, E. 8. Three days. Brooklyn.
Thos. P. Connolly, W. 7. One day. (See intox.)
Brooklyn.
Bennett H. Clark, E. 49. Three days. Brooklyn.
- Dec. 1. Henry A. Bohme, E. 33. Five days.
Robert McNeran, H. L. 3. One day. (See intox.)
Brooklyn.
Henry F. McKinney, E. 49. One day.
15. Michael Donovan, Manhattan, E. 13. One day.
Edward F. Slevin, Manhattan, E. 49. Three days.
Alfred O. Pinson, H. L. 14. One day.
Jas. A. Smith, Brooklyn, E. 60. Rep.
Timothy F. Conlin, E. 34. Three days.
Jas. J. Connors, E. 53. Five days.
Jas. N. Jones, H. L. 7. Ref. to medical office.
John J. Keegan, H. L. 10. Rep.
Florence T. Crowley, E. 24. One day.
John F. Ward, E. 7. Three days.

1899.

- Jan. 26. Thos. Boland, E. 21. Ten days. Medical office is to report.
26. Thos. F. Foley, Man. E. 20. Seven days.
John F. McMahon, Man. E. 64. Two days.
John O'Neil, Man. H. L. 4. Three days.
John F. Judge, Bklyn. E. 12. Three days.
John Gillon, E. 23. Ten days.
- Feb. 23. Jas. or John McNulty, Man. E. 4. Two charges.
(Claim dismissed without trial on account of cold weather.)
Thos. F. Gibney, Man. E. 18. (Claim dismissed without trial on account of cold weather.)
Christopher M. Mannee, E. 32. (Claim dismissed without trial on account of cold weather.)
Peter Donnelly, E. 5. (Claim dismissed without trial on account of cold weather.)
John Tackney, E. 34. (Claim dismissed without trial on account of cold weather.)
Thos. F. Farman, E. 57. (Claim dismissed without trial on account of cold weather.)

1899.

- Feb. 23. Thos. F. McNamara, Bklyn, E. 19. Two charges.
(Claim dismissed without trial on account of cold weather.)
Alex. G. Roberts, Bklyn. E. 47. Insubordination.
(Claim dismissed without trial on account of cold weather.)
John E. Curran, Bklyn. H. L. 47. (Claim dismissed without trial on account of cold weather.)
John J. Sullivan, E. 6. (Claim dismissed without trial on account of cold weather.)
- Feb. 23. Louis Semansky, Man. E. 16. Absent and disobedient.
Charge dismissed; cold weather.
- March 9. John O'Brien, E. 3. Three days' pay.
John T. Creenen, H. L. 3. One day.
James Pearl, H. L. 7. Referred to medical officer.
E. F. Martin, H. L. 21. Five days.
Wm. F. Dowd, Bk. E. 24. Ten days.
Albert A. Mayer, E. 33. Three days.
John H. Fry, E. 62. Five days.
23. John S. Mulster, Man. H. L. 14. Three days.
Mike Corcoran, Bk. E. 5. Decision reserved. Transferred to Long Island City.
Charles Shay, E. 6. Five days.
Engineer James Gallagher, E. 44. (Four.) Reduced.
Frank Sherman, H. L. 2. Reprimanded.
- April 6. Luke McSherry, Man. E. 38. Ten days (2). Referred to medical officer.
Thos. F. Reynolds, H. L. 19. One day.
Joseph Quigley, Bk. E. 47. Five days.
- May 4. Chas. S. MacArthur, Man. E. 29. Five days.
John Tackney, E. 34. Ten days; absent and neglect of duty.
Walter J. Henry, H. L. 10. Two days.
Edward F. Hargrove, H. L. 10. Twenty days; absent
Travers T. McKenna, Man. E. 12. Two days; detailed (2); reprimanded and warned.
E. 63.
Joseph F. McNamara, E. 27. Three days.

1899.

- May 18. E. J. McCarthy, E. 1. Ten days.
 W. D. Chalmers, E. 1. Ten days (2).
 John or James McNulty, E. 4. Five days.
 Engineer Thos. J. Burke, E. 60. Reduced to rank.
 Chas. M. Burns, Man. H. L. 19. Nine days; absent;
 disobedience; disrespect.
 John J. McKeever, Bk. E. 27. Five days.
- June 1. Thos F. Connolly, Man. E. 66. Reprimanded.
 Daniel J. Horgan, H. L. 5. Five days.
 L. J. O'Byrne, Bk. H. L. 10. Reprimanded.
15. Wm. F. Bennett, Man. E. 16. Five days.
 John F. Cassidy, E. 18. Five days (2).
 John J. Grant, Bk. E. 5. Five days.
 Michael J. Merron, E. 24. Two days.
 John W. Kirk, E. 42. Fifteen days (2).
 Alfred J. Stewart, E. 43. Reduced and no rules.
29. John J. Hannan, Man. E. 15. Suspended and warned
 (2).
 John Tackney, E. 34. Three days.
 Peter J. Smith, H. L. 2. Five days.
 E. S. Kelly, Bk. E. 13. Three days.
 Frank J. Keating, E. 16. Three days.
 Thos. J. McDermot, E. 49. Three days.
 Bennett H. Clark, E. 49. Ten days (2).
- July 13. Wm. D. McCarrom, Man. E. 10. Three days; neglect
 of duty (3).
 Andrew J. Conlan, Man. E. 30. Two days.
 John T. Connolly, E. 33. Three days.
 Geo. W. Clarke, Bk. E. 14. Five days.
 Peter J. Keenan, E. 34. Five days.
 Christopher Gravius, Bk. E. 58. Ten days.
- Aug. 10. M. J. Garcia, Man. E. 26. Transferred.
 Peter J. Smith, H. L. 2. Five days.
 John S. Mulster, H. L. 14. Two days.
 Michael Emmett, Bk. E. 61. Five days.
 Christopher Boyne, E. 1. Seven days.

1899.

- Jan. 12. Robt. McEvoy, Man. E. 4. Five days.

1899.

- Jan. 12. Thos. McFarlan, E. 12. Two days.
 James T. Keeling, E. 16. One day.
 Thos. M. Shanley, E. 29. One day.
 James J. Cussick, E. 53. Five days.
 E. F. Martin, H. L. 21. One day.
 Fred W. Green, E. 23. Five days.
 A. J. Sullivan, Bk. E. 12. Reprimanded.
 Thos. J. McDermot, E. 49. Five days.
 John Neil, E. 51. Two days.
 Patrick Kane, E. 51. Two days (2).
 Richard H. Collins, E. 51. Two days.

There were also 81 convictions for the offense of neglect of duty. The fines in these cases amounted to 216 days' pay. The average fine was $2\frac{1}{2}$ days' pay for neglect of duty.

NEGLECT OF DUTY.

1898.

- Feb. 2. Emanuel Trakovil, E. 28. One day.
 9. Christopher Kenny, H. L. 10. One day.
 Edward S. Sweeny, H. L. 10. One day.
 Frank Schnepf, H. L. 7. One day.
 15. Geo. A. Hanman, H. L. 18. One day.
- March 9. James T. Keeling, E. 16. One day.
 John F. Reilly, E. 37. One day.
 Daniel J. Drew, E. 52. Five days.
 16. Joseph Barrett, E. 4. Four days.
 22. Otto Finck, H. L. 4. One day.
 George J. Wunder, H. L. 4. One day.
 Geo. H. LaForest, H. L. 14. One day.
- April 6. Joseph J. Mooney, H. L. 14. Five days.
 13. John F. Reilly, E. 37. Ten days (2).
 20. Wm. H. Lorenze, H. L. 19. Five days.
- May 11. Philip P. Kohler, E. 12. One day (2).
 Patrick J. Sutton, E. 13. Five days.
 26. Geo. Holoran, H. L. 9. Three days.
- June 8. Patrick J. Brennan, E. 51. Two days.
 Geo. Holoran, H. L. 9. One day; transferred July 9th.
 Frederick W. Green, H. L. 10. One day.

1898.

- July 9. John McCrow, H. L. 5. One day.
- Aug. 8. Thomas F. Clear, E. 5. One day. Brooklyn.
 Thomas J. Spellman, E. 5. One day. Brooklyn.
 John F. Levanen, E. 50. Two days. Brooklyn.
 John J. McTighe, E. 40. Reprimanded. Brooklyn.
 Michael Johnson, E. 41. One day. Brooklyn.
17. John J. Mooney, H. L. 14. Two days. Brooklyn.
- Sept. 22. Edward Powers, H. L. 14. Reprimanded. Brooklyn.
 John Fitzpatrick, E. 19. Five days. Brooklyn.
 Joseph A. Briscoe, E. 16. Five days.
 Louis Schultz, E. 27. One day.
- Oct. 6. Patrick J. Sutton, E. 12. Five days.
 William C. Wayne, E. 32. Two days.
20. John E. Nickerson, H. L. 22. Three days.
 James H. Touhey, E. 25, det. Engine 51. Five days.
 John J. Hayes, E. 51. One day. Brooklyn.
- Nov. 3. Geo. T. F. Morris, E. 8. Ordered before medical examiners.
 William J. Barry, E. 33. Ten days (2).
 James H. Walsh, H. L. 15. One day.
17. Wm. Bernstein, E. 51. One day.
 Albert M. Meyer, E. 33. Seven days (2).
- Dec. 15. Sam. T. Warren, Manhattan, E. 23. Two days' pay; 2 charges.
 John J. Creighton, H. L. 16, Brooklyn. One day; det. to E. 63.
29. Thos. J. Spellman, E. 5, Brooklyn. One day.

1899.

- Jan. 12. Wm. C. Thayne, Manhattan, E. 32. Ten days.
 John J. Rush, E. 19. One day.
 John F. Daly, E. 20. Rep.
- Feb. 23. Thos. F. Rice, Manhattan, E. 18. Charge dis. without trial; cold weather.
 W. C. Thayne, E. 32. Neglect of duty and disob.; cold weather.
 Joseph Fitzgerald, H. L. 3, Manhattan. Cold weather.
- March 9. Charles Majowsky, H. L. 10, Manhattan. One day.
 James F. Sullivan, E. 13, Manhattan. Ten days.

1899.

- March** 9. Michael Dean, E. 8, Manhattan. Five days, neglect of duty and—
23. Wm. W. Darling, E. 10, Manhattan. Three days.
 Thomas Kelly, No. 2, E. 51, Manhattan. Testimony taken and reported to medical examiner.
 Alex. Welch, H. L. 10. One day.
 Geo. W. Hurst, E. 43, Brooklyn. Three days.
- April** 6. Patrick J. Sutton, E. 12, Manhattan. Five days.
 Thos. McParlan, E. 12. Five days.
 John E. Curren, E. 53, Brooklyn. Five days.
 Frank J. Smith, H. L. 7, Brooklyn. Five days; det. to H. L. 16.
- May** 18. John Dool, E. 34, Manhattan. Rep.
 William Tilley, H. L. 5. Rep.
 Thomas J. Tobin, H. L. 10. Five days.
 John Schneider, H. L. 10. Two days.
 Alex. Welch, H. L. 10. Three days.
 James McCullen, H. L. 21. Five days (2).
 John E. Curran, E. 53, Brooklyn. Three days; det. to E. 62.
 Michael J. Hendrix, H. L. 17. Five days.
- June** 1. John J. McMahon, Brooklyn, E. 3. Two days.
 Francis T. McKenna, Brooklyn, E. 12. Five days.
15. Daniel A. Flaherty, Manhattan, E. 16. Two days.
 James T. Keeling, E. 16. Five days.
 William J. Colby, E. 62. Rep.
29. James Pearl, H. L. 7. Rep.
 John R. Keveney, Brooklyn, E. 11. Rep.
- Aug.** 10. James McCullen, Manhattan, H. L. 21. Three days.
 Arthur J. Lock, H. L. 5. Four days; and disob.
 Timothy J. Manning, Brooklyn, E. 3. Three days.
 Frank J. Keating, E. 16. Three days.

There were 41 convictions for offenses against discipline and order, without dismissal from the force, the fines were 146 days' pay, the average fine was three and one-half days.

CONDUCT PREJUDICIAL TO GOOD ORDER AND DISCIPLINE.

1898.

- Jan. 21. Joseph Barrett, E. 4. One day.
 Patrick J. Marshall, E. 4. One day.
29. E. and G.
 Joseph J. Barrett, E. 4. One day.
 Patrick J. Marshall, E. 4. One day.
- Feb. 15. James A. L. Light, E. 36. One day.
 John M. Ferguson, H. L. 10. Rep.
- Aug. 8. James L. Kerrigan, E. 28. Three days; Brooklyn.
 Patrick S. Rooney, H. L. 4. One day.
- Sept. 28. Louis Temansky E. 35. Rep. and trans.
- Oct. 5. Michael F. Merron, E. 34. One day.
 Thos. P. Murphy, E. 38. One day.
20. James F. Kelley, E. 16. Two days.
 Brace Ludgate, E. 16. One day.

DISOBEDIENCE OF ORDERS.

1898.

- May 14. Hugh Garrah, H. L. 7. One day; insolence; Brooklyn.
- June 21. Thomas Miller, E. 61. One day.
- Aug. 8. Wm. J. McGover, E. 8. One day; Brooklyn.
 Jas. Robinson, E. 8. One day.
 William Fleming, E. 8. One day.
- Nov. 17. Wm. C. Thayne, E. 32. Five days.

DISRESPECTFUL LANGUAGE TO SUPERIOR OFFICERS.

1898.

- April 13. John Clark, H. L. 1. Five days. (See absence).
 20. James McCullen, H. L. 19. Ten days and trans. (See absence).
- Oct. 20. James F. Kelley, E. 16, Brooklyn. Three days.
- Nov. 3. Edward Hargrove, H. L. 10. Rep.; and disobedience.
 James McCullen, H. L. 21. Two days and warned.
17. Wm. C. Thayne, E. 32. Five days.
 Albert A. Mayer, E. 32. Three days; Brooklyn.
- Dec. 1. Henry A. Bohne, E. 33. Five days.

1899.

- Jan. 1. Michael H. Slevin, Manhattan, H. L. 5. One day; and violation of rules.

DISMISSED FORCE.

1898.

March 16. John T. Neary, H. 11, Brooklyn. Absence without leave.

June 2. John P. Reilly, E. 37. Under influence of liquor.

28. Michael McDermot. Rep. shp. insubordination.

Nov. 17. Wm. H. Weise, H. 21. Violation of rules.

Jas. W. Merry E. 3. Violation of rules.

Michael J. Maloney, H. 11. Absence, six specifications.

Dec. 15. Wm. R. Flynn, tel. Manhattan. Neglect of duty.

1899.

June 29. Francis Curtin, Manhattan. Neglect of duty and intoxication.

The number of serious specifications in which conviction has been had is 566. The total fines 1,749 days' pay. The average fine per specification three and one-tenth days' pay.

In this list, only the serious cases, such as intoxication, absence without leave, neglect of duty, insubordination, etc., were considered.

Convictions in the fire department, January 1, 1898, to August 10, 1899, including 23 cases dismissed February 23, 1899, on account of the meritorious service of the department in very cold weather as tabulated from the City Record:

Absence without leave where no dismissal from force:

Cases of absence.....	205
Additional specifications in said cases, 234 charges..	29
Apparent fines, days' pay.....	796
Average fine, days.....	3 47-117
Additional charges of absence without leave involved in other offences.....	45

Under influence of liquor; no dismissal from force:

Cases.....	92
Add specifications in said cases, 100 charges.....	8
Apparent fines, days' pay.....	553
Average fine, days' pay.....	5.53

But a number of these fines were made much heavier, because of compilations with other offenses.

There are two fines of 30 days' pay and two of 20 days, and there are two cases where the defendant was reduced in rank.

Neglect of duty; no dismissal from force:

Cases of neglect of duty.....	81
Add specifications in said cases.....	6
	<hr/>
	87
Apparent fines, days' pay.....	216
Average fine, days.....	2 42-87

(Additional charges of neglect of duty involved in other schedules, 13.)

Offences against discipline and order; no dismissal from force:

Cases of discipline.....	41
Apparent fines, days' pay.....	146
Average fine, days	3 23-41

(Additional disciplinary charges involved with other offences, 22.)

Miscellaneous offences; no dismissal from force:

Cases.....	17
Apparent fines, days' pay.....	36
Average fine, days.....	2 4-17

(Additional disciplinary charges involved with other offences, 9.)

Dismissals from force:

Absence without leave, 7 specifications.....	2
Intoxication.....	1
Insubordination.....	1
Violation of rules.....	2
Neglect of duty.....	1
Neglect of duty and intoxication.....	1

Total.....	<hr/>	8
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RECAPITULATION.

Number of serious specifications in which correction has been had, including 23 cases dismissed without trial, as aforesaid:

Absence without leave (no dismissal from force)...	279
Under influence of liquor.....	100
Neglect of duty.....	100
Disciplinary offences	62
Miscellaneous offences	25
Total.....	566

Total fines, 1,749 days' pay.

Average fine per specification, 3 51-566 days' pay.

Dismissals from force, 8.

PATRICK J. SUTTON, called as a witness, being duly sworn and examined by Mr. Moss, testified as follows:

The firemen are not under some difficulties, at the present time. Not that I know of. No special strains upon them.

Q. Are you not hampered by the loss of the dinner hours? A. No, I am a one meal man, anyway, it don't bother me. It is not a fact, firemen are restricted to two meals a day now. Get three meals a day, and hour and a quarter for each meal. There is not a general complaint that the firemen only get two meals a day. They get three meals a day. That rule was changed last week, I believe.

Q. Oh, last week. Oh, well, then it was so up to last week? A. It was so for about a month or so. I have been tried before the fire commissioner a number of times and convicted. I was first tried on the 30th of March, 1898, for absence without leave. Then I was tried again and convicted on the 27th of April. I don't remember what for. Then I was tried again and convicted on the 11th of May. I don't know what for. Then I was tried and convicted on the 6th of October. I don't know what for. I was tried and convicted on the 6th of April, 1899, for missing a station. The charge against me was neglect of duty. None of

those charges included intoxication. Absence without leave. Neglect of duty, that was it. Not insubordination. I was appointed, May, 1895.

By Commissioners LaGrange, Sheffield and Robinson. I was appointed on civil service, from the list. I was appointed in my order. I passed the civil service examination, and that was all there was of it.

By Mr. Hoffman—Q. Isn't it true that in 1895 the fire commissioners had a discussion in selecting the men on the list. A. I don't know anything at all about it.

By Mr. Moss:

We have examinations for promotion in the department. I don't know whether they are promoted in their regular order, I never tried to get appointed. Upon these convictions for absence without leave and neglect of duty, I don't know how much I was fined altogether.

Q. There are five convictions; it wasn't many days' pay altogether, was it? A. Three and three and five and four.

Q. Three, five and four days? A. Yes.

By Mr. Hoffman:

I remember who signed my application endorsing my application. It was one of my landlords and a chum of mine in our house, and he owns a house in Centre street. There were charges preferred against me in 1895. I can't tell how long after I was appointed charges were preferred against me. I can't explain what became of those charges. They were the same kind of charges made against me in 1898 and 1899, absence without leave. There was one charge made against me during the year 1896. I don't think there was in 1897. I say one in 1896. And one in 1895. I was fined on each of those charges. Those charges were heard by the commissioners. Those three commissioners wasn't there. Commissioner Ford took Robinson's place. These charges against me in 1895 and 1896 were heard by three commissioners.

Mr. Moss.—John Tackney was convicted on June 8th, September 22d, April 8th, October 20th, February 23d, May 4th, June 29th, seven convictions.

Mr. Hoffman.—When was he appointed, Mr. Moss?

Mr. Moss.—I don't know, sir.

Mr. Hoffman.—Does that record show whether there were any charges made against him in 1895, 1896 and 1897?

Mr. Moss.—He was convicted of intoxication on September 22d, and fined five days. There are a number of these cases, as in the Police Department, where the same officer has been convicted of intoxication two or three times, and each time fined some small amount.

The Chairman.—What period does that record cover?

Mr. Moss.—From January 1, 1898.

Mr. Hoffman.—You have not a record here showing the period of fines from 1895 down?

Mr. Moss.—No, sir.

THOMAS BOLAND, called as a witness, being duly sworn and examined by Mr. Moss, testified as follows:

I have been convicted four times since January 1st, 1898. My first conviction was June 14, 1898, I don't remember what for. August 8th is the next. December 15, 1898, absence without leave. And the last one May 18th. Two charges of intoxication, I believe, and neglect of duty included.

Q. On the two charges of intoxication and neglect of duty the fine was 15 days' pay. I can call attention to the fact, which is bound to be so, that a neglect of these matters, puts the officer in a false position, and he naturally goes on and winds up in trouble in the end, a charge of intoxication.

Is there not considerable drunkenness at the present time among the members of the force? A. Not as I know of.

Q. Quite a good many men are charged with intoxication? A. I don't think so.

Q. We have 100 convictions, and that is why I asked you the question. A. Yes.

By Mr. Hoffman:

I was appointed July 21, 1890.

FRANCIS KIERNAN, called as a witness, being duly sworn and examined by Mr. Moss, testified as follows:

I have been convicted three times since the first of January, 1898.

Q. I have here on the 18th of May, 1899, last May, a charge against you as under the influence of liquor, conduct prejudicial to the good order of the department, and absence without leave, upon which the fine for those three offenses was 20 days; what were the other charges? A. I believe it was having an altercation in the house.

By Mr. Hoffman:

I was appointed June 1, 1895. I had a charge preferred against me in 1895, absence without leave 2 hours and 15 minutes. I had other charges.

Q. What became of those charges in 1895? A. I destroyed all the papers every time I got them. I know what the punishment was; I was fined, the first time I was reprimanded, 2 hours and 15 minutes, then I was fined 15 days' pay by Commissioner Bryant; it was in 1897, I believe, I ain't sure.

The Chairman—That offense was neglect of duty, three charges.

By Mr. Hoffman:

Q. Were you tried for the same offenses in 1896 and 1897 that you were tried for in 1898, by the fire commissioners who ap-

pointed you in '95. A. No, sir; I was tried in 1895 by the commissioners that appointed me.

Q. And tried in 1896 by the commissioners who appointed you? A. No, in 1897 I wasn't, Commissioner Bryant tried me on the three charges of neglect. There was no charges in 1896. I believe not.

By Mr. Hoffman:

The commissioner in 1897 was Commissioner Bryant, I believe. The old city of Brooklyn at that time.

HENRY M. POST, called as a witness, being duly sworn, and examined by Mr. Moss, testified as follows:

I have been convicted twice of intoxication, the first was on the 8th of June, 1898, intoxication, unfitness for duty, absence without leave, disrespectful language to superior officer, and the fine was 10 days' pay. The second case was on the 18th of May of this year, under the influence of liquor, disrespectful language to superior officer, absence without leave. Then I was convicted and fined 8 days' pay.

By Mr. Hoffman:

Appointed 12th of June, 1897, in county of Kings. Commissioner at that time was Commissioner Bryant. The mayor at that time was Mayor Wurster. In 1897 no charges were preferred. The first charge was in 1898.

JOHN DEUAL, being duly sworn, was examined by Mr. Moss, and testified as follows:

I was convicted three times in 1898. Twice for intoxication. The first time was the 16th of March, convicted of intoxication, fined 5 days' pay and the second was the 11th of May, 5 days' pay. The charge on the 18th of May was absence without leave.

By Mr. Hoffman:

I was appointed April 4, 1894, in the county of New York. Four charges have been preferred against me.

ALFRED J. STEWART, called as a witness, being duly sworn and examined by Mr. Moss, testified as follows:

Q. Mr. Stewart, why were you reduced from engineer?

A. That is a question nobody can seem to find out, Mr. Moss. Chief Croker gave an order allowing the men that had two meals a day to go out in the middle of the day and get a sandwich. I was engineer at that time of 43 engine, I had my breakfast at 5 o'clock; I was to go to dinner at 1 o'clock; the other engineer came back to relieve me and I was told by the men on the watch that there was not enough men to go to dinner, so I had to stand back from my meal. I had been in the habit of being held back for twelve to fourteen hours, and as I had not brought anything with me that day I walked up the street to get a sandwich; I was gone just five minutes, or six at the outside, no more than that. I came back to the engine house and Battalion Chief Fanning came in and asked me who gave me authority to leave the house, I told him nobody, he called down the assistant foreman in charge and told him to make a charge against me of absence without leave, the assistant foreman did not want to do it, but Chief Fanning compelled him to make the charge; he made a charge of absence without leave, ten minutes, and entering a liquor store in uniform. At the trial he stated that he was on his way out and was standing a block away, he did not know what door I went into, but he said I was in there. I pleaded not guilty to ten minutes' absence without leave, also to entering a liquor store. I produced an affidavit from the place that I was in, stating that I bought simply a sandwich, and that I did not enter the liquor store. I went to the door and that was as far as I went. I said I was in the habit of being held back thirteen or fourteen hours. That was on account of being short of men. There was nothing peculiar about that. I did refuse to contribute money in 'the

department last November, I cannot remember just what person asked it of me. There was a demand for money made, One per cent of a year's salary. I can't say for what purpose, I don't know.

Q. Was it generally contributed by the men? A. In what way?

Q. Was it given up, did the men generally pay up? A. I can't speak for the rest of them, I can speak for myself. There was talk about it and men were angry about it. There was a great deal of anger among the men in the department about the demand that was made. A great deal of dissatisfaction.

Q. A great deal of feeling that they were being tyrannized? A. Of course I cannot say as to that. I feel I did not get anywhere near justice in my case. I refused to contribute. That was in November before election. I have not heard of other men that refused to contribute.

Q. Those are matters that are hard to talk about, aren't they? A. As far as I am individually concerned, of course I ain't posted on them, I do not.

Q. Was the request made by a member of the force? A. No, sir.

Q. By an outsider? A. No, sir.

Q. By some one in the department? A. Yes, sir.

Q. Who was it, can you tell? A. An officer.

Q. An officer of the department? A. Yes, sir.

Q. Who was it? A. I can't remember his name at present.

Q. What office did he hold? A. I don't remember now what the office was.

Q. Where was the request made, where were you when you were asked? A. I don't remember now what company I was in.

Q. No, but in what building were you at? A. That I don't remember, just exactly, I was asked several times.

Q. Was it in the fire house? A. Yes, sir.

Q. You were asked several times? A. Yes, sir.

Q. By the same man? A. No, sir.

Q. By different men? A. Yes, sir.

Q. Were they all members of the department? A. Yes, sir.

Q. Were they all members of the uniform force? A. Yes, sir.

Q. Were they members of the uniform force or members of the office force? A. Members of the uniform force.

Q. Were they officers attached to either engines or hook and ladder companies? A. Yes, sir.

Q. Company officers? A. Yes, sir.

Q. Were you always alone with the officer who demanded it? A. Yes, sir.

Q. Are there any men in the force who are permitted to violate the rules? A. Not that I know of.

Q. Are there any men who do violate the rules without receiving very severe punishment? A. The only thing we have to go by is the report of the trial.

Q. How many times were you asked for the money? A. Twice.

Q. By two different men? A. Yes, sir.

Q. Your superiors? A. Yes, sir.

Q. Your commanders? A. Yes, sir.

Q. Can't you tell me from your conversation and acquaintance with other members of the force? A. I can't remember.

Q. Haven't other members of the force spoken about requests to contribute money? A. It has been talked about throughout the department.

Q. And what you have told us here is not an occurrence by itself? A. No.

Q. It is a general thing? A. Yes.

Q. Isn't there a feeling among the men that there is a good deal of politics about it? A. Yes, sir.

Q. And that politics is interfering with the discipline with the department, isn't that the feeling? A. It depends altogether on who makes the opinion.

Q. Is not that the opinion of a great many? A. Yes, sir.

Mr. Moss—It is a shame, Mr. Chairman, it is a shame. A fireman takes his life in his hands every time he goes to a fire, doesn't he? A. Yes.

Q. And he is supposed to be on duty all the time, and risks his life without a thought. How do the men feel, these men who are constantly risking their lives for the people, how do they feel

about being put in a position where they are dependent upon politics, do they enjoy it? A. They have nothing to say, they have to take it as it comes.

The Chairman—They are afraid to say anything about it arn't they? A. It is policy to keep quiet.

Mr. Moss—Do you anticipate any difficulty because of your frank and fair testimony here to-day? A. Well, I have got about four anonymous letters stating I would not last long in the position if I came before this committee.

The Chairman—What is that? A. I say I have been notified by anonymous letters, I have received four anonymous letters, if I appeared before this committee I would be broke in the business.

Q. Who knew you had been subpoenaed? A. I guess pretty near everybody in the department.

Mr. Moss—These men have been subpoenaed for a week past, and I would say, Mr. Chairman, that I have taken particular pains not to converse with any of these witnesses, I never have seen Mr. Stewart before, and did not know what answers he would make to these questions. I merely had an intimation from a friend that this man was one who had been asked to contribute, and had refused to do it, and I have asked these questions perfectly offhand.

Well, Mr. Stewart, I want to say to you, and I think the committee will feel just what I say, that we look upon this frankness and honesty of statement from you as just what we would expect from a man who does the duty that you are engaged in; it is the act of a brave and a true man, and if any harm comes to you for this act the wrath of the whole people of New York will be visited upon the people that do it. We shall do what we can to see that you are taken care of.

By Mr. Hoffman:

These charges were preferred by an officer of my department. They were not for insubordination. Absence without leave.

The other charge was entering a liquor store in uniform. Edward F. Croker was the chief of the fire department at the time these charges were preferred. The commissioner was Commissioner Scanlon. These charges were tried before Commissioner Scanlon. I have been in the fire department nearly four years. I was appointed January 20, 1896, by Commissioner Lawrence. I think there was one small charge made against me in 1896 which was dismissed. I think it was absence without leave, I was late, there was an elevated train delay. I don't think there was any charges preferred against me in the year 1897. I am sure, I never had but 1 day's pay against me since I have been in the department. There were none in 1898. I was tried for the charges that I say were made against me by an officer of the department in 1899. Yes, sir, this year. I had an affidavit then at the trial. I had no witness there. I didn't think it was necessary. There was no witnesses against me, there was just Chief Fanning's word against mine, and I had an affidavit in support of mine. I do not belong to any association of firemen. I did.

Q. How long have you belonged to such an association? A. Since a year ago.

Q. Has it been the custom in that association to pay dues? A. It was a beneficial order.

Q. And did this one per cent you speak of have anything to do with that? A. Not a particle.

Q. Nothing at all? A. No, sir.

HENRY B. BURTIS, called as witness, being duly sworn and examined by Mr. Moss, testified as follows:

I have been transferred twice. Before the election, last election, I was on 36 engine, Liberty street, near Market, Borough of Brooklyn, and shortly after the election I was sent to Hook and Ladder Company, No. 1, Sebring and Van Brunt streets, out near Red Hook. I have been transferred again at my own request, nearer home. I was not requested to make a contribution or to give somebody some money, just prior to the last

election. No one asked me for any money. I wasn't transferred after election. I was before election.

Q. Before election you were transferred? A. Yes, sir.

Q. Wasn't it after you said you wouldn't contribute? A. No, sir.

CHARLES McARTHUR, called as witness, being duly sworn and examined by Mr. Moss, testified as follows:

I am with Engine 29. I have been there since the 22nd of October of last year. Before that I was with Engine Co. 11, 437 East Houston street. I was not asked to contribute last November.

Mr. Moss—Mr. Chairman, we have a large number of these firemen witnesses, and I realize that the very man who has been caught in a fault may be the man who would do the heroic act tomorrow. I think enough has been done to call attention to what is a crying evil, and threatens the usefulness and reliability of his force, and I am constrained to withhold the examination any further from the members of the force; I will examine these lists a little closer, and tabulate them a little more definitely, and rely upon the lists rather than upon the living witnesses, I think it is an ordeal to which they should not be subjected, I am speaking about the witnesses whom I would interrogate about their punishment.

The Chairman—It is not pleasant to have these men come here, and be asked about the offenses they have committed, and I hope they will understand, and the department generally, that we do not wish to take one iota of the credit due to the department for the efficient service it has rendered the people of this city, and hope they will understand that the purpose of this investigation is to show, not so much the condition of the uniform men of the force, as the administrative department of the force, as has already been stated by counsel, and the lack of enforcing discipline which must necessarily become sooner

or later more or less detrimental to the force. Mr. Moss, do you wish to call any more witnesses?

Mr. Moss—No, let us excuse all members of the fire department, including the chief.

MAURICE F. HOLOHAN, called as a witness, being duly sworn and examined by Mr. Moss, testified as follows:

I am the president of the board of public improvements. I am the leader of the twenty-fourth district on the East Side, bounded by Fifty-second street, Sixty-fifth street, Lexington avenue and the river. The duties of leader do not conflict with my duties as commissioner, not a particle, sir. I have time to cover them both, I work in my office until eight o'clock at night and five o'clock in the morning. I have a private secretary, my son, Hubert A. Holohan. His salary is \$2,400. The last two months he has been sick most of the time. During the year 1899, he has averaged four, five or six hours a day in the office whenever it was necessary to work. He is a stenographer. Best in the city, fastest, and remains with me at a sacrifice; holds the record to-day in the city examination. It was not I that presented the Ramapo contract in the board of public improvements, it was sent to me by the corporation counsel. The original draft of the contract came to me from Mr. Lauterbach, and I sent it to Mr. Dalton. I think it was Mr. Lauterbach, yes. It must have been some time in April. A messenger brought it to me. Now let me explain so you will understand it, I had several talks with Mr. Lauterbach before the arrival of that contract, as he said here yesterday, he was haunting me all the time about that Ramapo contract. We differed in regard to terms. He wanted what I considered too high a price for the water. Eighty dollars of \$85. I told him I thought \$65 would be right, then he cut down to \$75, and finally he said \$70.

By the Chairman:

That controversy about figures covered since June of 1898. He knew we needed water in the city, and he was continually im-

portuning me to bring the matter before the board. I said, what ever proposition you have, you send it here in any form you please, and I will submit it to the commissioner of water supply, and he submitted it in the form of that contract, I looked it over, not very carefully, and I sent it right down to Mr. Dalton. From June 1898 right down to the time of the presentation of the contract to me, it had been a matter of consultation and conference between me and Mr. Lauterbach. I saw the draft of the water commissioners' report on the 9th when he sent it up. I did talk to Mr. Dalton about Mr. Lauterbach's proposition. He knew I had been in consultation with Mr. Lauterbach. I don't know why Mr. Lauterbach picked me out. It is the theory of the charter that these matters should originate with the commissioners, and then be taken by the commissioner to the president of the board. I don't know how it was Mr. Lauterbach went over Mr. Dalton's head and went to me, there isn't anything in the charter that prevents the president of the board of public improvements looking after these things or being interested, but it imposes the duty on the commissioner to present his proposition to the board. Certainly.

Q. And I want to know now how it was that Mr. Lauterbach took you up and went beyond Mr. Dalton, how is that? A. Isn't that a question Mr. Lauterbach can answer better than I?

Q. I ask if you know, if you don't know you can't tell? A. No, I don't know, no, sir. When I told Mr. Dalton that Mr. Lauterbach was talking with me rather than with him, he didn't ask me to send Mr. Lauterbach to him. Now, I would tell you why, perhaps, Mr. Lauterbach spoke to me first. He spoke to me about a hearing, I believe the Ramapo company, if it was a good company as represented by these great big men in the city of New York, that certainly they ought to be entitled to the courtesy of a hearing, and after he sent in his application for a hearing he saw me two or three times about it, and I said I would guarantee the board would give him a hearing. That was way back in 1898. I never spoke a word in my life that I can remember to Mr. Lauterbach, until he made application for a hearing.

Q. When was it you found that Mr. Lauterbach would give the water for \$70. A. Not until the contract came in. I mean

to say, that just as soon as Mr. Lauterbach came down to \$70 the contract was submitted. I thought \$70 was the proper price. We differed when we started, but that was the result of his proposition that I suggested that he should send in. I suppose he finally agreed that he would give it at \$70, as long as the contract said so. Then the contract he sent to me said \$70, and the contract that he sent to me is the same paper that we received the other day from the corporation counsel, was the original contract. I didn't see it, but I suppose so. I think that was the original paper. I saw it in your hands, and saw you using it.

Q. Had the corporation counsel's pencil marks on it. A. I think so, because he amended it.

Q. There is no doubt about it then, that that original memorandum came from Mr. Lauterbach. A. I think it came from Mr. Lauterbach, it came from Mr. Lauterbach or Mr. Ingraham, I don't know which. The conversation was with Mr. Lauterbach, and the discussion as to prices was with Mr. Lauterbach. It has not been amended by Mr. Lauterbach after that. Mr. Lauterbach never saw the contract after it was finally presented to the board. He saw the contract that was sent to the corporation counsel, but never saw his amendment.

By Mr. Moss—That contract, as sent to the corporation counsel, was sent to Mr. Dalton? A. Certainly; I sent it to him first. I don't know whether it was sent to any one else. He had it in his possession two or three months. It was not shown to any one else as far as I know.

Q. So far as you know it was a matter between yourself, Mr. Lauterbach, Mr. Dalton and the corporation counsel? A. Before there was any amendment made to the contract, the chief engineer and myself visited the corporation counsel to talk about the necessity for amendments, or any changes that were deemed necessary. Now, before there was a single amendment made to that final contract, the chief engineer, Mr. Birdsell, and myself were an hour and a half in the corporation counsel's office.

Q. You are quoted in the papers as saying that the executive committee of Tammany Hall would not take any steps to prevent the ratification of the proposed contract. Did you say

that? A. No; I did not say it, but I don't think they would take any action. That is my opinion. What right have they to take action in regard to that matter? I am an official of the city, and I am responsible for my acts.

Q. You are also a leader in the organization? A. Yes, sir.

Q. Were you sure they would not take any action? A. I think it would be a great piece of impertinence on their part if they did, and I would have denounced them in the executive committee and general committee if they had tried to do it. I believe in that contract, certainly. I believe in it now, under the circumstances. Under the present circumstances I believe in it now, and would execute it if I could under existing circumstances. By and by you will ask me probably what they are, and I will explain them. Mayor Van Wyck never talked to me about this Ramapo matter or about the proposed contract. He never offered me any advice about it. He never does about anything. The acting mayor did not ask me to talk with him about it.

Q. Did you know that there were two other companies that were anxious to bid? A. I knew there was one other company.

Q. And didn't you know there was an association of companies that was anxious to bid? A. No; I know there was the Westchester company that made a similar application to the sinking fund commission of 1895, and they paid no attention to them, or any other company that agreed to bring water from the Adirondacks for \$15 per 100,000,000 gallons. It is absurd. I do know the former administration had also declined a proposition of the Ramapo company. You know why, don't you? Because conditions were different than at the present time. Because this is a consolidated city, we had a condition, so far as Brooklyn is concerned, that the other administration did not have.

By the Chairman:

I mean so far as the necessity for an additional water supply.

By Mr. Moss:

I did hear the testimony of Mr. White that the proposition of the Ramapo company had not been accepted or acted upon

in Brooklyn. I don't know, but I suppose it was because they wanted the Long Island; probably the water was better there. In speaking of what the former administration did in regard to the Westchester company, I am not taking my cue from the former administration. I took the absurdity of the proposition; I think they were trifling with the board. I think the Westchester company was trifling. I didn't give them the hearing as I did the Ramapo company because I didn't want to waste any time. They cannot carry out their contracts now. The city is helping them east of the Bronx to supply the people they agreed to.

Q. How do you know they could not sell bonds and stocks as well as the Ramapo to get a supply of water? A. I never heard in my life that they have investigated the ground on the Hudson river.

Q. You didn't know they had \$33,000,000 of capital waiting to be put to use, did you? A. No; I took my cue in regard to the Ramapo from what I call the most eminent men in this city of New York, members of the Chamber of Commerce, and board of underwriters, men who had called to see me urging my assistance for a hearing before the board, and I thought they had given sufficient investigation and I thought they were honorable enough, so far as I was concerned, to believe that the Ramapo company was all right. I have noticed how many of these eminent gentlemen have been making statements that they had no design of assisting the Ramapo company. Yes, sir; because they were afraid of the fusilade of the press, that's all.

Q. Now, as they are taking the position that they never meant to back the Ramapo contract, are you still relying upon what you assume to be their former judgment? A. If they thought this thing was good in 1883, if they went up to the Legislature and passed that law the same time that the new aqueduct law was passed, and were willing this city should buy water, even when we had the Croton aqueduct completed, they ought to occupy the same position now, because that is my position precisely.

Q. Since that time there have been great new storage reservoirs projected, greatly increasing the storage? A. Yes, but re-

member that this proposed building of the aqueduct and increasing our water supply up to a capacity of 400,000,000, they knew that that was the plan.

Q. But, Mr. Holahan, you say you would pass this thing to day, that you would do it largely in reliance upon what these gentlemen said? A. I didn't say anything of the kind; now hold on, don't make any speeches.

The Chairman—Wait a moment.

The Witness—He must not put statements in my mouth; you ought to stop him; he is subordinate to you.

The Chairman—He is asking you a question, and you can answer it. You must conduct yourself in a fair and orderly manner, and we will see that you have an opportunity to make any explanation you like in a proper way, but you must not interrupt the proceedings.

The Witness—You must be fair; don't put anything in my mouth.

Mr. Moss—Don't talk to me that way.

The Witness—We are getting along well enough, only keep your tempers all.

The Chairman—Now, Mr. Moss, repeat your question.

(Question read)

Mr. Moss—And now——

Witness—I say “no” to that.

Mr. Moss—I have not finished my question, and you will wait until I finish it. Now, when these gentlemen are changing their views you still rely on them, do you, as to the Ramapo company? A. I think what they said in 1883 is true to-day.

Q. If they take it back to-day, is it worth relying on at all? A. I don't think they have taken it back.

Q. You have just said they are changing their opinions? A. I never saw such a scamper in my life, since the newspapers started.

Q. If these gentlemen are retracting the opinions which were so important in your mind how can you base your conduct upon it? A. They have not retracted.

Q. What are they scampering about? A. They are occupying an inconsistent position; they said there was a necessity for water, that necessity exists to-day, only to a greater extent.

Q. They are scampering, you say? A. Yes.

Q. That involves a change of their position? A. Yes, sir.

Q. Are you still relying upon these gentlemen who have changed their position? A. And the statements they made, certainly. Certainly, I am; certainly I am relying on what they said years ago.

Q. You contending for the Ramapo contract, are relying upon statements made years ago by these gentlemen when they have now changed their position? A. Yes.

Q. And you think, that notwithstanding these gentlemen are scampering, as you say, or changing their opinions, you use their old opinions as a reason for executing the Ramapo contract? A. Yes, you have it right.

Q. And you say you disregard their present opinion and take the one they are scampering from? A. Because I think that from that, from the Ramapo is the only place we can get water.

Q. Then it comes back to your personal opinion? A. Yes, sir; put it any way you please. It is my personal opinion we need the Ramapo water and that we should make a contract with the Ramapo company for it. I do think it is the right thing to make a contract fixing the price of water for forty years to come. Before I became president of the board I was a journalist. On several papers, World, particularly. That had been my business ever since I left school. I have never been an engineer. I have never had any experience whatever that would qualify me as an individual for determining upon these questions. I had to be guided by expert advice, and I was originally guided by what I believed to be the opinion of these gentlemen who have scampered since. Yes, as to the standing of the company, you know, and its ability to bring water here. I have talked with

Mr. Birdsall, the chief engineer about the Ramapo plan. He has advised the entering into of the Ramapo contract. He has. I inquired if the Ramapo company—I asked him if he thought they could supply the water the amount they said they could, he said yes. I asked him if the price was about right, he thought so. He had been all over the ground for twenty years. I had him do that. I went with him. I went with him two days traveling over the ground. That was the expedition Mr. Dalton spoke of. There were no pipes, no reservoirs, no dams. I saw nothing there.

Q. How would the company take care of its pipes; how were they to be placed, above, under or on the ground? A. Oh, I don't know, just as the engineer would direct, I suppose. I did not discuss that. I discussed the availability of that shed, and about how much water they could store there. I went with the chief engineer along the various creeks to get an opinion from him, Mr. Birdsall, to get an opinion from him as to about how much water was passing a given point. We went to one creek, I think it was the Esopus, or one creek, I said, how much water is passing here in 24 hours. He said about 40,000,000. That was all the information I got. When an engineer of the Ramapo company made any statement about the capacity of the watershed, and extent of the area of the water-shed, I always inquired of Mr. Birdsall if they were telling me the truth, because they knew better than I did, and I know they couldn't fool him, because he had surveyed and gone all over that territory, long before any engineer connected with the Ramapo. He told me he had done that. I say there was coming down the river that day about 40,000,000 gallons a day; 40,000,000 was being discharged a day by this Esopus creek. I think at one watershed, where they said they were going to have the water from, I think they called it the Holley reservoir, with an altitude of 480 or 500 feet, he said about 15,000,000,000 gallons could be impounded there, and another shed he said that by the destruction of two tunnels one tapping the Schoharie upper shed, and the other the eastern side of the Delaware watershed, that they could furnish about from 600,000,000 to 900,000,000 gallons a day of water.

Q. They could furnish it; well, what about the storage of it? Did they tell about how much could be stored in the reservoirs?

A. I cannot remember the figures just now, but I know when they stated the amount it satisfied me, after my conversation with Mr. Birdsall, that it was a much larger storage capacity than the Croton.

Q. Have you paid any attention to the reports of the engineers employed by the comptroller, first his own engineer, Mr. McLean, second, Mr. Cross, and third Mr. Rice, upon that very subject, the storage capacity, and of the water yield of that company? A. Yes. I have paid attention to that; I read their reports. I don't know that it has affected my judgment any. I was not advised that this Ramapo contract was proper and good for the city, by any other engineer than Mr. Birdsall. I don't want any other authority; he is the best in the world.

Q. Then you had for it, Mr. Birdsall, who, with all respect to him, is a member of the administration like yourself, and on the other side you had Mr. McLean, a member of the administration, and Mr. Cross and Mr. Rice, who are outside, brought in especially as experts; now, why should you take the judgment of Mr. Birdsall against the judgment of these three? A. I had the judgment of Mr. Jenkins, and the judgment of Mr. Nostrand. I had their judgment first. I did not have the judgment of the engineers in Brooklyn, Mr. Van Buren, nor Mr. De Varona. I took higher than all, Mr. Birdsall. I did examine the various reports and statistics that have been compiled, showing the watersheds that were available. I examined the one Worden and De Verona made. That is as far back as I go. That was Brooklyn entirely, yes.

Q. That showed there were available sources of supply other than the Ramapo? A. Yes; who is going to furnish you water from Long Island, or who is going to furnish water from Ten Mile river?

Q. The city. A. How?

Q. Go and do it. A. How?

Q. By municipal ownership. A. Is that so? It is not possible.

Q. You stake your judgment and opinion upon that subject against these experts, these engineers who have examined it? A. I am talking about the financial end of it now. I thought it was better to enter into a contract with a private company for forty years than to attempt to build these relief works by the city, be-

cause by the city it was impossible, and you don't know when you will be able, either. I guess we will get water under the Ramapo contract in about five years.

Q. Do you think it could be built in five years? A. Possibly.

Q. Do you think it could be built under that contract? A. What do you mean?

Q. Do you think it is a possibility? A. In three years?

Q. In three years, or five years, or to build it at all? A. Yes, if it could be built then, it could, all these engineers and great men of the city talking about using the Catskills and Adirondacks.

Q. Who are these engineers? A. I furnished the list.

Q. Who are they, tell me? A. The chamber of commerce representatives——

Q. You say they are running? A. No, I take what they have already recommended, and spoken about, and advocated. I can't help their running away now, and if I didn't believe I was right, I would run, too. Mr. Lauterbach did not present that petition of 1883 in an argument to induce me to come into the Ramapo contract scheme. I had quite a number of gentlemen call to see me, who were insurance people, after the presentation of that application, on the part of the company, for a hearing, and they told me about the condition of things; they knew more than I did about it.

The Chairman—Not so far as the Ramapo company, but so far as the necessity for water? A. Yes, they wanted water; they wanted a higher pressure.

By Mr. Moss:

That is just what these gentlemen asked for, more water and higher pressure. They had no interest in the Ramapo company, but they approved of the territory where everybody believed the Ramapo company owned land and control.

Q. Did you find they owned any land there? A. I don't know; they told me they made a survey, they had options, and had some land, and they had filed forty or fifty maps with the different county clerks, and that I found to be true, because the newspapers investigated it. Filing maps isn't buying land. I have taken

upon my shoulders most of the responsibility for the contract. That is, the arguments were made to me, the presentation of facts were originally made to me. I was the man Mr. Lauterbach went to.

Q. And, of course, Mr. Holahan, representing the city, it was important for you to determine the ability and standing of the proposed contractors? A. Yes, sir. I do that generally; when the money of the city is involved, always.

Q. It is not only the money involved, but the critical water supply, a thing that justifies getting a contract with a private company? A. Yes.

Q. Now, what did you find out, as the representative of the city, about the financial ability of that company? A. Nothing, except what they stated.

Q. Did they state to you that they owned a foot of ground? A. They said they had bought some property.

Q. What property? A. I don't know.

Q. A lot? A. Oh, I don't know; they said they had bought the necessary property to be sure to control where they were going to have their reservoir.

Q. Where was that? A. On the Montgomery, from $4\frac{1}{2}$ to 7 miles back from the river.

Q. Did they tell you how many acres they had bought? A. No, they didn't tell me that.

Q. Did they really tell you that they had bought a large quantity of land? A. They told me they had bought some land, and had an option on a lot of land.

Q. Did they tell you they had the money to carry out these options? A. I supposed they had.

Q. Did you look at their annual reports? A. No; I knew very well they couldn't get a dollar from the city until they supplied the water; we took no risk.

Q. Their annual reports confess to about \$5,000 worth of property, to a capitalization of \$2,500,000, to owning property not less than \$5,000. Did you look for that? A. No. If the money of the city was involved in the construction of any of the works I would have examined it very carefully.

Q. But the question of the necessary water supply was involved? A. Yes.

Q. The great needs of the city? A. Yes.

Q. The city needs more than money security when it goes into a thing of this kind; it wants to have what it contracts to get, and all that depends upon the responsibility of the contractors. A \$100,000 bond was not in proportion to the need of the city for water, was it? A. Why, my dear sir, they would have to have the money——

Q. Did it? A. Yes; that was large enough.

Q. You think \$100,000 does fairly represent the need of the city for water? A. When the city is not involved in a single cent of expense.

Q. That is not the question? A. What is to prevent them from going up and building without any bond?

Q. Did \$100,000, in your mind, represent the needs of the city for water? A. Yes.

Q. It did? A. Yes.

Q. And it only needed \$100,000 worth? A. Have it that way.

Q. If it did not get it it would be only damaged \$100,000 worth? A. No, it would be \$100,000 in.

Q. If the need of the city was fairly represented by a bond of \$100,000, what was the necessity of going into a contract with a private company for forty years? A. Would you get the Ramapo company to get water——

Q. If that is the measure of the need of the city, a \$100,000 bond, why was it necessary for the city to contract with a private company at all? A. Because we had to have water.

Q. Was that need for water worth more than \$100,000? A. Suppose you make it \$1,000,000.

Q. Was the need of the city as much as a million? A. Yes, ten million, fifty million, if the people need water.

Q. The water need of the city is equal to ten or fifty million? A. Yes, sir.

Q. But the contract bond is only \$100,000? A. That's all right.

Q. If the need of the city for water is equivalent to \$50,000,000, why didn't you find out positively, as a matter of fact, for yourself and for the city, whether that company had the financial ability to do the work? Why didn't you do it? A. I didn't do it because I didn't think there was any necessity for it.

Q. What convinced you there was no necessity for it? A. My own judgment.

Q. To assure you where the capital was to go there and do that work? A. I didn't ask anybody.

Q. Did you care? A. Of course, if we made a contract I wanted them to carry it out.

Q. Who besides Mr. Lauterbach told you it was the right thing to do? A. Nobody; I never talked to any members.

Q. Any members of what? A. Of the Ramapo, the stockholders, or whatever they called them.

Q. Never talked with the members or the stockholders, did you talk with the president? A. What president?

Q. Of the Ramapo company, about its financial ability? A. No.

Q. Did you talk with the secretary? A. No.

Q. Did you ask to be shown the books? A. No.

Q. Did you find out who the stockholders were? A. No.

Q. Did you find out whether it had a single reservoir anywhere? A. Yes, I found that out.

Q. Did it have one? A. No.

Q. Did it have a single pipe anywhere? A. Anywhere.

Q. Where was its office? A. I don't know.

Q. How many clerks had it? A. I don't know.

Q. Did it have any bank account? A. I don't know.

Q. How much money in bank? A. I don't know.

Q. How many contracts had it? A. I don't know.

Q. How much money for contracts had been paid? A. I don't know.

Q. How many contracts for the purchase of land in the watershed had it? A. I don't know.

Q. Do you know whether it ever had a contract to supply any water? A. No.

Q. You know it was incorporated in 1887, don't you? A. Yes.

Q. Do you know whether, since 1887, it ever sold a dollar's worth of water to anybody? A. No.

Q. Do you believe it had? A. No.

Q. You don't? A corporation, now twelve years old, incorporated for the purpose of supplying and selling water, so far as you know, had never done a single thing? A. No.

Q. Don't you think they would have been very enterprising men to go and spend \$100,000,000 to bring the water to New York, and wait for a customer?

Q. How do you know they had \$100,000,000? A. Supposing they had built it, do you suppose men are fools? What would they do with water after they had finished the works?

Q. The point was for you to determine whether the people upon this company were strong enough to carry out the contract which they had made, but you knew only one man, Mr. Lauterbach, and he came to you simply as counsel? A. Yes.

Q. And you realized when Mr. Lauterbach was coming to you, he was simply performing a professional duty? A. Yes, sir.

Q. He was simply the paid counsel of the company; it was his business to represent that company to you in the best possible light, wasn't it? A. Yes.

Q. You realized that, didn't you? A. Oh, yes.

Q. He was earning his fee when he went to you? A. Yes.

Q. Now, what did you do, to get behind the statements which the counsel made to you? What did you do to get behind his statements, and satisfy yourself, for the city of New York, of the ability of that company to carry out that contract? A. I didn't suppose they would enter into a contract if they couldn't do it.

Q. Who were "they"? A. The Ramapo company.

Q. Who was "the Ramapo company"? A. I don't know. You have been trying to find out for a week, and you had them under oath, and you can't find it out.

Q. Couldn't you? A. No.

Q. You couldn't find out? A. No.

Q. And yet you would make a contract? A. Yes, I didn't try to find out. There was the Ramapo company, represented by counsel, the city was not involved for a single dollar.

Q. But it had the need of water, represented by fifty million dollars? A. Yes.

Q. Why was it you didn't try to find out who was the Ramapo company? A. I don't know.

Q. Do you know who its president was? A. I heard Mr. ——. I don't know whether it was Tracy or Dutcher.

Q. Did you find out who its secretary was? A. Mr. Lamont, I understood.

Q. Did you ever see him? A. No, never in my life.

Q. Did you ever ask to be shown any of the books and records of the company? A. No.

Q. Did you ever talk with Mr. Carroll about the matter? A. No.

Q. Did he ever mention it to you? A. Never. No man talks to me about my official work.

Q. Why not, are you so impregnable? A. No, if a man comes to me who knows more about my work than I do myself, I like to have him come and make suggestions, but when you mention men just allied with me politically, and they come to advise me about my work, I won't have it.

Q. You wouldn't have Mr. Carroll's advice? A. No.

Q. You would tell him to go and mind his own business? A. Yes, I would.

Q. Did you ever do that? A. No, I never had any necessity for doing it, but I would do it. I was five years in the department of public works, and no one ever advised me.

Q. Don't you think it is a good idea to take advice once in a while? A. From people who know more than I do.

Q. Are there any that know more? A. Plenty, thousands, millions.

Q. But you have never had any advice on this matter from the hundreds, thousands, and millions, and you wouldn't take it would you? A. No, I had to bear the responsibility of any trouble that occurred about the water.

Q. When a man has to bear responsibilities, isn't it a good idea to divide them? A. Yes, but they can't carry my responsibility.

Q. Why didn't you go to the mayor and show him this proposition when it was proposed to tie up the city that he is the chief magistrate of, for a term of forty years? A. Do you know what he would tell me. He would say, "you are president of the board of public improvements, and if you don't know what to do you'd better resign," that is what he would tell me. I believe the government of the city, so far as the great water supply is concerned, is lodged absolutely in the commissioner and in the board of public improvements, and the mayor is a member and the corporation counsel and comptroller are all members.

Q. And you realized that the majority of the members of the board of public improvements, that always had a vote, are not elected officers, simply appointed? A. Some are.

Q. You think, as the mayor has stated, that he has no duty, and no responsibility in finding out how his commissioners and departments are doing, and in advising them? A. He does that in his own way, of course it is his duty to do that. He does it in his own way; of course it is his duty to do that. He does it way. You never have found out much from him, have you Mr. Moss? I can't find out either, I don't know how he does these things, but he does it, and seems to come out all right.

Q. How has he come out all right on the Ramapo contract? A. It hasn't reached him. It will reach him when it comes before the board of estimate and apportionment. It will come before them when they want money to pay for the first gallon of water and the board must pass on it unanimously before they can get one single dollar from the city.

Q. But if you have made a legal contract, authorized by the law, and have allowed that company to supply you with water, so that it has done its part of the contract, and the board of estimate and apportionment fails and refuses to grant the money, aren't they then just as much subject to a mandamus as the board of aldermen? A. No.

Q. How are they above that? A. Because they have got to have an appropriation before they can pay for a gallon of water, they can't order a gallon of water until they get the money.

Q. They would have to appropriate it? A. No they wouldn't, he is not permitted to allow a gallon of water—

Q. If the board of estimate and apportionment should not do that what would the contractor do, after furnishing the water? A. I don't know.

Q. He would institute a suit and get a judgment, wouldn't he? A. Not under the conditions of the contract.

Q. If the city had taken the water of the company? A. They haven't taken it.

By the Chairman:

Q. You misapprehend the question, he is assuming that to be the fact. A. Assuming we take the water from the Ramapo? We can't take it until we get an appropriation for it first.

By Mr. Moss:

Q. What has the board of estimate and apportionment to do with that? A. They must have an appropriation of five millions, say, if we are going to have 200,000,000 a day, the board of estimate and apportionment, in advance, must prepare and put in the budget of five millions of dollars before we can draw that 200,000,000 a day.

Q. You put the point where the mayor comes in in the far distant future, and in a very indefinite way? A. The mayor is a member of the board of public improvements, he has the same voice there that I have.

Q. How often has he been at that board? A. He hasn't been there.

Q. That is worse yet? A. Now you subpoena him and find out why he isn't there.

Q. That is unimportant, because the question is, how is the mayor to interfere with this? I don't see it. A. You don't see it, as head of the board of estimate and apportionment, if he is mayor at the time—I don't suppose he will be, I don't know—but if he is there he will have a good deal to say as to whether there will be an appropriation.

Q. Supposing the contract had been signed in this administration, and the company had put up its works and had supplied the water in the succeeding administration, how then would the present mayor have anything to do with this contract started in his term? A. It might not be started in the next term.

Q. The contract started in his term? A. Yes, but there would be no money spent in it. I wish we had to-day 50,000,000 gallons, and I will vote in the board of estimate and apportionment to pay them \$100,000,000 a gallon in order to give the people of Brooklyn water.

Q. The people of Brooklyn say, the official representatives have said, they do not want it? A. Who said so? Mr. White did not.

Q. Mr. Grout said so? A. Mr. Grout did not say so.

The Witness—When this matter came up on the 16th of August last, in the board of public improvements the contract had been examined by me, by Mr. Dalton, had been amended by

Mr. Whalen and approved by me, and was presented to me with his approval, came there while we were in conversation, the amended contract.

Q. And then Mr. Dalton presented his written reasons? A. Yes, he presented, the date of his report, Mr. Moss, was on the ninth. I did not consult with Mr. Dalton in the preparation of these reasons. I had a general talk with him about it, nothing to do about the physical making of it. I knew about it. I helped to shape that. After the discussion of the matter there came a test vote. The whole board was not present, Mr. McCarty was absent. Others were absent, and we had a test vote at once upon the position that the members of the board would take, because the commissioner of bridges, Mr. Shea, moved that the consideration of the whole matter should go over for one month. I did not want it put through that day. I wanted it put through. Not that day. I wanted it put through either that day or soon thereafter, subsequently, yes, as soon as the contract was completed. The contract was before us, I know it was, it never was up for consideration. It was presented before the board for information, on the request of the commissioner of bridges. I wanted it passed at some time when it was discussed, all the members of the board had to pass upon every condition of that contract before it should be accepted. I thought the consideration of it ought to come in about two weeks. Then this gentleman, the commissioner of bridges, moved to lay it over four weeks. That I considered unreasonable. I did say so. Then there was a division of the board upon the unreasonableness of a long adjournment. That made a tie, six to six.

Q. The vote revealed to you, did it not, that the board was evenly divided? A. I never considered it. I saw it was evenly divided, but I didn't consider it the way you look at it. I saw there were not votes enough to pass it. That didn't make any difference, I didn't intend to. Then there was a motion to lay it over for three weeks lost by the same vote. Then, at my suggestion, it was laid over for two weeks. Not because I knew I hadn't votes to pass it. No, I didn't know anything of the kind, I knew two weeks was long enough to have an investigation, and it was true, an investigation was made in two weeks.

Q. Didn't you know six to six would not pass it? A. I didn't know, I am not as bright as you, I see that.

Q. You couldn't see that? A. No, I couldn't see that.

Q. Now you say there was an investigation made in two weeks, what was it? A. Investigation by the engineers. The comptroller's engineers, why, he had everybody engaged, lawyers and engineers and everything. He did his duty, why, certainly, as he understood it. He had an injunction against me. I don't know why that was necessary, you will have to ask them, that is the only way. That was a little more advertising, that is all.

Q. You think Mr. Coler has been advertising himself? A. All the people that got out the injunctions were advertising themselves, there was nothing at all in the charges, and if the judge, whoever he is, don't dissolve that injunction, then I am willing to climb a greased pole. I hope the injunction will be dissolved. Have not talked with Mr. Whalen about it. I do not know what position Mr. Whalen is going to take on the injunction, you have kept him here all the time, I haven't seen my wife hardly. I can't tell whether the corporation counsel intends to ask for the dismissal of that injunction. If the injunction is dissolved, under the present conditions I don't know whether I will attempt to have the contract executed, that will be for the consideration of the board. I don't know whether I will ask the board to pass the resolution, I don't know what I will do. I am uncertain now, that is right. I did not make any investigation of the Ramapo matter, the watershed and the matter generally, during that two weeks. I did not make any investigation during that two weeks of the financial standing and ability, or lack of ability of the company.

Q. Mr. Holahan, I want to know what magic influence, or influences, of any kind, it was that made you so certain that this company could execute that contract, when you had not seen an official of it, and did not know an official of it, and had only had your representations from the counsel? A. All the things I had read, and my visit up there, I had confidence in what they told me, that they owned part of the land, and they had options on other parts, that they had filed their maps and made their surveys, and that everything was ready except to begin the con-

struction. I can't tell who were the persons interested in that company, backing it, interested in it, holding stock, anxious to have it succeed. Mr. Lauterbach did say something to me about their plan for producing electricity, supplying it, he told me that was the main object. I did not realize that in making the contract with this company I was opening the way for the introduction to the city of electricity, but he led me to understand that it couldn't be a bad investment, that as long as they had this possibility of generating electricity that that would be the reason possibly why they could give this water for \$70 a million, that no other people could get it there and get water from that territory and sell it for less than from \$100 to \$110 a million gallons. He did not suggest to me it would be a good investment. I never was able to buy any stock in my life. He spoke about it being a good investment, that was to show they were not going to put up this construction and everything with the possibility of losing money by selling water at \$70 a million gallons, or \$80.

Q. In order to bring electricity down here and make it available in the city, it would have to be endorsed by departments under your jurisdiction? A. The department of public buildings, lighting and supplies, and possibly the department of highways.

Q. And their structure might bring them under the jurisdiction of the department of buildings? A. Not hardly. It might. Depends upon the structure. He did intimate to me that there were plans under consideration for putting this in.

Q. For bringing it down at the same time as the water? A. I don't know, we didn't talk any details about it, he simply incidentally mentioned it, as he did yesterday.

Q. When was it to be brought down? A. I suppose when they had the thing ready to bring down. As soon as they had the power.

Q. Together with the water? A. I don't know, I only had a minute's conversation with him, he didn't go into any explanation about it.

Q. Was not the plan for bringing electricity down dependent upon the city taking the water? A. No, sir, no such condition.

Q. They would need the fall of the water to produce the electricity? A. There was no conditions at all.

Q. Was it apparent in the conversation that they could not produce the electricity unless they had the water contract?

A. The power was for two purposes.

Q. I know, the power would have to be conveyed, the water would have to flow in order to generate the electricity, isn't that so? A. I suppose so.

Q. And they couldn't get the electricity unless they got the water to flowing, and they couldn't set the water flowing unless they had a contract on which they could raise money to build the works? A. What do you want?

Q. Is that all plain? A. No it is not.

Q. You can't see through it? A. No I can't.

Q. Didn't you as a vigilant official of the city see these things?

A. See what things? I was a vigilant official so far as making a contract for the city to get water.

Q. The contract you proposed gave an extension to the company, in the three-year term, of such time as might be occupied by strikes, by injunctions, or by all matters outside of the power of the company to prevent, isn't that so? A. I don't know.

Q. Don't you know that is in the contract? A. It is in every contract.

Q. What other contract? A. All contracts.

Q. What contract? A. Every city contract. Don't you suppose I know that they would have to bring that supply 81 miles to get to the city. Further than that I know they would have to have the land upon which to carry or through which to carry the pipes.

Q. Do you know titles would have to be searched to find who owned that 81 miles? A. I think it was searched up to this side of the river. I was so informed, I think, by Mr. Lauterbach. I think so, I am sure. I can't get beyond that. I know that they would have to try to buy up that 81 miles of land from all the different owners, and if they did not succeed in buying it they would have to condemn it.

Q. And that was why you had allowed in the contract, "the power of the city of New York" to them. You attempted to

confer upon them the power of the city of New York? A. Haven't they the power of condemnation under the law?

Q. Then why did you give them, or try to give them, or allow them the authority of the city of New York, what was that for?

A. You will have to ask the corporation counsel. Of course we knew they would have to condemn lands, and they had the right to do it under the law.

Q. Why did you think it right to leave in that draft contract the gift to them of the authority of the city? A. How are you going to get any water down here except you do? Were you going to put obstacles in the way after making the contract? I allowed them, with my eyes wide open, to give them the power to do it. You must remember, Mr. Moss, that contract has not yet been passed upon. It may be that in the condemnation proceedings of that 81 miles to carry the pipes, against a multitude of owners, may result in numberless injunction suits, and years of litigation in court. During that whole time in which years of litigation may ensue, over the ground to carry the pipes, I suppose our contract would be held up.

Q. Mr. Holahan, when you were urging this contract, nominally for three years, and actually for three years plus the time the law suits and injunctions would occupy, did you intend to urge in the board of public improvements any other time for the bringing of water to New York? A. No, there was no other plan.

Q. No other plans for storage reservoirs? A. We had no money.

Q. No plans to get money? A. You couldn't get money, you didn't have the money, you haven't got it to-day. Municipal ownership is out of the question. No plans to adopt the Ten Mile river, how are you going to get it to New York city to adopt it? You have no aqueduct. No plans to get the water from Long Island. No plans to get water except Ramapo. It will cost \$50,000,000 to get from Suffolk county. I had then in contemplation no plans for the relief of the city in this matter of water, except the Ramapo plan. Not until they show me money. Let them show me money and I will get a plan for them.

Q. And Mr. Holahan, the contract you undertook to make with the Ramapo company was a contract for three years plus the

time that would be used up in strikes and in legal proceedings, which might be numerous, owing to the large number of condemnations that would have to be made on the line of their pipes? A. If there were obstacles in their way that were unsurmountable, of course we had to take that chance.

Q. During all that time the \$50,000,000 needed of the city for water would have to slumber? A. Except we got money.

By the Chairman:

I don't understand if the city had entered into this contract with this company it would have prevented it making contracts with any other company. Any time we could construct our own works, we could do it. Give me \$24,000,000, and let me tap the Ten Mile river, and make a new aqueduct.

By Mr. Moss:

Q. It is plain, isn't it, Mr. Holahan, that when you commit yourself for a time to a contract involving this large expenditure, for forty years, that you would hardly think of constructing extensive aqueducts and reservoirs in the present supply of the city, isn't that so? A. After we got through with the forty years drawing water from the Ramapo company, buying it at \$70 a million gallons by their meter, and selling it at \$130 a million gallons by our meter, we would make \$148,000,000.

Q. But why cannot you put your meters on the houses just the same as the city's own supply? A. Simply because I think the people of the city of New York ought to have all the water they want, and as free as they can get it, and I wouldn't think of putting meters on private houses.

Q. Then why do you contemplate meters with the Ramapo? A. I am only talking (laughter). Now hold on, that is the first laugh my friend got in. I am talking if you buy by meter and sell by meter. If we do that with Ramapo we could do it with municipal ownership. I see that my ideas carried out would knock in the head municipal ownership, and we get \$130 a million gallons for all we sell now.

Q. Mr. Holahan, where did you intend the water of the Ramapo supply should be used in this city? What part of the city? A. Part in this city and a part in Brooklyn.

Q. What parts of the city? A. I think in the business parts more particularly, where these high skyscrapers are. I intended that contract should be amended so it would satisfy the chairman of the committee on water supply of the board of underwriters, that there should be a pressure here at 300. They suggested that to me. Mr. Washburn suggested that the day after the thing was up before the board, the 17th of August. I realize that the contract needed amendment, certainly, in order to provide for that most important thing. I don't know how that slipped through the corporation counsel's office without discovery, you will have to ask him.

Q. We have it then, upon your positive statement, that Mr. Washburn, president of the Home insurance, discovered this defect which goes to the very vitals of the scheme? A. That is right, he detected it.

Q. After your board, with the advice of your corporation counsel, had passed that contract? A. There was no possibility of its passing upon it, don't be harping on that.

Q. If it had, and executed it, we would have been under a contract which would not have given us the thing we asked for? A. Yes, and if we jumped off the top of a building we might be killed. There was no possibility of it.

Q. How do you suppose it got through the corporation counsel's office? I read from his letter, "I return herewith proposed contract between the Ramapo water company and the city of New York, with my approval of the same as to form. The contract sent me was so unfavorable to the city in most of its provisions that I felt obliged to redraw it. In its present form I do not think there can be any objection to it." How do you suppose it got through there? A. I don't know.

Q. Now, there is an objection, Mr. Holahan, which a lawyer ought to see, which was discovered by an insurance man. It is an objection also that should be apparent to an engineer. Please tell me to what engineer this proposed contract was submitted before it was presented to the board? A. Mr. Birdsall read every line of it and studied every line.

Q. Mr. Birdsall testified the other day that he never saw the contract prior to the meeting of the board? A. Mr. Birdsall is mistaken.

Q. Then you say, before the meeting of the board, Mr. Birdsall saw that contract and examined every line of it? A. Went over every line of it.

Q. And he did not discover that most patent defect, which an insurance man discovered? A. Mr. Washburn said to be sure and make it clear on that point; now Mr. Washburn did not claim it was wrong, but he said make it clear on that point.

Q. What did Mr. Birdsall say about it? A. He didn't say anything. I know he saw the contract. I read it over with him in the corporation counsel's office and discussed it.

Q. Discussed that clause? A. No, not that particular one.

Q. Did you read that clause to him? A. I suppose he read it.

Q. The 300 foot clause? A. Yes.

Q. You know he saw or heard read that clause? A. Yes, I suppose so.

Q. And it passed him? A. Yes.

By the Chairman:

Q. He was there for the purpose of examining the contract and making any suggestion he saw fit? A. Yes, sir.

By Mr. Moss:

I really did not mean that I wanted a pressure due to 300 feet head, at the city of New York. Certainly. I, Mr. Whalen and Mr. Birdsall sat down together in the corporation counsel's office and discussed that proposed contract, and it passed our discussion then. And so, when Mr. Whalen reported it favorably, it represented not only his judgment, but the judgment of myself and Mr. Birdsall.

Q. And when you three desired to have a contract that would really give you that pressure you produced a contract which you say now needs amending in the very particular which is the only reason why the contract should have been made. Now will you tell me why you three learned gentlemen, for you are learned gentlemen, a lawyer, an engineer and a journalist and man of affairs, presented to the board of public improvements, after your consultation, a contract that was defective, fatally

defective in the very part most needed. Why did you do it?

A. Why did I do it? When the matter can be amended——

Q. It can be amended, but why didn't you amend it before it went into the board? A. We passed it, as I understood it, I thought it was going to give us 300 feet pressure here. I couldn't see the difference. Birdsall couldn't see it. Whalen couldn't see it. Would you have seen it?

Q. I saw it? A. Yes, when you heard it.

Q. As soon as I read that contract I brought it out here in testimony? A. Mr. Sterne brought it out three weeks before you ever thought of it.

Q. Never mind, there is no necessity to discuss the honor of it, but the dishonor of it? A. There was no dishonor about it.

Q. Now I ask you why you three gentlemen in preparing that contract were favoring that corporation in that marvellous way? A. I didn't suppose we were.

Q. You were favoring them? A. No we were not.

Q. You were giving them a contract which you admit now needed amendment on that essentially vital point. That was the very point that all the insurance underwriters made that they needed a fire pressure in New York, that contract you made provides for 300 feet head, nobody knows where, and the company would certainly put it where it costs them the least. Now why did you perform that act of favoritism? A. I answered you a dozen times on that point.

Q. Was it an oversight? A. No, it wasn't an oversight.

Q. It was not? A. No.

Q. What part did Mr. Dalton take in that consultation over the form of the contract? A. I think Mr. Dalton was over there. He was not with me and Whalen and Birdsall when we were going over the form of the thing, but I think he saw the corporation counsel alone. I would have gone over with him that day, but he wasn't there, and went over with the engineer. He was out somewhere, I don't know where. I did not know that this company, when it made its proposition to the city in 1884, offered a bond of \$250,000. I did not know that it offered water to the city of New York at \$56 during the previous administration. I did not know it had made an offer to General Collis, from the Upper Ramapo, there is a difference between the

Ramapos, if they bring it from Orange and Sullivan counties, or from the six counties above, there is a difference in the price. I did not know it had made an offer to General Collis, which was not entertained at all, and dismissed, never heard of it.

Q. Why didn't you find out these things? A. How find it out?

Q. Why didn't you ask Mr. Lauterbach? A. Because the last year of the department of public works never published a report.

Q. Why didn't you ask Mr. Lauterbach if they had ever offered before to supply the city? A. I didn't think of it.

Q. Were you taking things just as Mr. Lauterbach presented them? A. No, I was not.

Mr. Holahan—I would like to explain myself on municipal ownership, if you will allow me. I want to say right here that there is not a man in the city of New York, democrat or republican, more strongly in favor of municipal ownership than I am. Now I take the comptroller's report of April 22, 1898, and he shows us over his own signature that we are over \$50,000,000 beyond the debt limit. That was April 22d, last year. Now the only way we can overcome that is on increased assessed valuations; they amount to between \$400,000,000 and \$500,000,000; that gives us a lift of \$40,000,000 or \$50,000,000. Now so far as I can see we are just about even, outside of the money which may be in the sinking fund; he says that will amount next year to \$13,000,000. He says if we pass the constitutional amendment and separate the municipality from the county debt, it gives us \$30,000,000 more and we have \$22,000,000 in money, altogether \$65,000,000. I can't understand it. Now I would like the comptroller of the city of New York to show me how we can build our own water works, without stopping every other improvement in the city of New York, and I will turn the Ramapo out quicker than greased lightning, so far as my power is concerned. Show me a way to get out of the difficulties we are in, that is all I ask at present of the board of public improvements.

Q. Have you heard or known or been informed in any way of any person prominent in political life, in either party, beside Mr. Lauterbach, who is interested in this company? A. Mr. Dutcher, I never heard of anybody else. I did not look upon it as an organization filled with big public men.

TUESDAY MORNING, SEPTEMBER 19th, 1899, 10:30
O'CLOCK.

The committee met pursuant to adjournment.

Present—Mr. Mazet, chairman, Mr. Fallows, Mr. Wilson, Mr. Costello and Mr. Hoffman.

BIRD S. COLER, being duly sworn, testified as follows:

Examined by Mr. Moss:

Q. Mr. Coler, Mr. Holahan testified the other day that your action in calling attention to the Ramapo contract was simply a bid for notoriety; the mayor said that in his judgment it was a hullo about nothing; Mr. Holahan and Mr. Dalton said there never was any intention of passing that particular contract. In view of those statements we have called you here, and we now ask you the question whether you had any conversation with Mr. Holahan in which it was intimated to you that it was the intention to pass that contract through the board of public improvements. If you had such a conversation please state it?

A. Commissioner Shea and myself called on Mr. Holahan a few minutes before the meeting; at that time we were informed that there was a report on water, a favorable report; the idea of any contract being in existence was absolutely unknown and incredible to us. Mr. Holahan produced the contract and we looked it over. I said to him, "you don't intend to pass this contract, do you, to-day?" He went off into his usual stump speech about the great necessity of water—children dying in Manhattan, Bronx, and one thing and another, and got down to no specific statements in regard to the merits or demerits of the proposition. I protested against his bringing the contract up; said the comptroller was entitled to consideration in the matter—to have time allowed to report. This he absolutely refused to do. I told him if that was his intention either he or I would go out of political life; I said the same thing to Mr. Dalton; and I stand on that proposition to-day. He notified

me that action would be taken to-day. The interests of the city were so great that children were dying, that he had to do it to-day. There was absolutely no doubt left in my mind that it was the intention of Mr. Holahan to force the contract through that day. That was the day of the first meeting, first Ramapo meeting. I was present when the vote was taken. The vote developed a tie. It was a fact they did not have the vote; that caused the matter to be laid over. The preliminary vote that was taken revealed that fact. Mr. Dalton in the board meeting disagreed with Mr. Holahan and wanted to bring the direct vote or direct question. I don't know as I can remember what he said, but it was a pretty close haul and pretty close firing; but it was his desire to bring the question to a vote on the contract. Then I looked upon it as a matter of the gravest concern, something requiring action rather than talk. I was first informed that such a proposition as this might be brought up at that board meeting. Two or three days before Commissioner Shea had had some talk, I believe, Mr. Holahan in which he had said that Mr. Dalton would have a report; and the Commissioner informed me of the fact. You would have to put him on the stand and get his testimony in connection with that; but I believe he tried to see the report and he did not see it and we grew suspicious of the fact.

By Mr. Hoffman:

Q. Upon what proposition did the matter come up when called in the board of public improvements? A. I don't remember just whether the motion was made to pass the contract, and then Mr. Shea or some one moved to amend and lay over, or that it was the motion was made to consider it for two weeks; I couldn't tell you just how that was.

By Mr. Moss:

Q. The date was August 16th. It has been stated that you received certain invitations to be out of town on that date; is there any truth in that? A. I don't want to talk here on any one's statement on a matter of that kind; I don't think it would be practical now. There is nothing I would wish to say about

it. I don't care about that; no, sir. I will testify to facts just as I know them. Then I employed, during the time that was gained by the tie vote, engineers to examine practically into the water supply question; and then Mr. McLean and Mr. Cross produced their reports, which you have in evidence here—that is the way these reports came into existence.

Q. I want to ask one more question Mr. Coler. That is about the financial ability of the city of New York to do its own work in the increasing and the improving of the water supply; has the city that ability? A. I don't think there is any question; that point was brought up to the board of public improvements, if I remember correctly, and we stated that our present margin was something like \$22,000,000; that is saying if every contract is not dead, so that only bonds were issued for the contracts that are not dead; we consider an old contract as dead. I merely make the statement so as to make it clear to you that \$22,000,000 is for new improvements, not to be eaten up by old improvements, irrespective of everything that has been authorized heretofore, and the constitutional amendment voted on by the people in November, passing the Senate twice, it will take some \$30,000,000 off what is dead; but whether or not that amendment is passed the city has the ability.

Q. And still another question: It has been stated, as I said, by the mayor, that your action in this objection to the passage of that contract was, in the classic language that was used, a hullabaloo about nothing. Were you invited to attend and did you attend a mass meeting of the citizens of New York at Cooper Union recently to protest against that contract? A. Yes, sir.

Q. Was it a large and enthusiastic meeting? A. I think so; but I don't know what that has got to do with the fact—I want to get down to business on the proposition. A meeting did occur and I was called upon to address that meeting. There were resolutions adopted at that meeting to protest against the Ramapo people and the course of these city officers who tried to pass the bill and to prefer the objections that had been made to it.

By Mr. Mazet:

Q. What is the largest amount of money that the city has ever spent in any one year for the water department in disbursements expended on a contract? A. I think the largest amount we were able to find at that time I was looking it up—I can't remember my reports to a specific cent, but I think it was about four million dollars and a half.

Q. So that if any such large improvement were undertaken by the city it would necessarily extend during some years, and no very great sum would be spent in any one year; is that right? A. The author of that is a gentleman who I think might have been put on the stand, if you want to get at the merits of the case, the first thing. It seems to me the idea would be to call the business end of this proposition at once—Chief Engineer Fteley, of the Croton Aqueduct Commission; and he is a gentleman who I believe knows more about the water supply of the city of New York, and he was not consulted at all; not in the least. There was not an engineer of national reputation so far consulted at all in relation to this contract.

By Mr. Moss:

Q. It has been suggested to me that I ask you whether there were any other measures considered in the board of public improvements for the relief of the water trouble—measures which had no connection or reference to the Ramapo matter, such as the improvement of the Millburn conduit and the spending of something over \$2,000,000 in the department of our own resources, especially for the relief of Brooklyn. Do you remember that there were recommendations from the deputy commissioner for an appropriation for the purpose and a report from him in March, 1898? A. In relation to the Millburn matter there was.

Q. And as I understand you the Ramapo matter or proposition to present a contract from that company came as a perfect surprise? A. To me absolutely, yes, sir.

Q. Is there anything further, Mr. Coler, that you would say in addition to what you have testified—your mind is very acute upon this matter and if you have anything to add we would like it? A. I have nothing to say only I hope the committee will

confine whatever they get from me to the absolute business end of this proposition; it seems to me that the fact that no engineer, no one in the city government ever was consulted.

Q. You state that as a fact, Mr. Coler, that no engineer in the city government was consulted with reference to the terms of the Ramapo contract? A. Unless it may have been Mr. Birdsall, the other engineer; I know as regards Fteley, and he is a famous engineer in this matter. I think so. When the United States Government wanted an engineer to look into the supply of the city of Washington they came to New York and took Fteley. Mr. Lamont secured Fteley to look into the affairs of the city of Washington. There are other engineers in the city of Brooklyn who are well posted upon the water supply as it affects that borough. None of them were consulted, so I am informed, and I believe it to be the case.

Mr. Moss—I offer in evidence extracts from the minutes of the board of public improvements of March 23, 1898, giving a report of Commissioner Dalton on the subject of the water supply, especially relating to the 66-inch conduit; the report calls for expenditures amounting to \$2,300,000, which was to be done by the city upon its own work.

(Extracts from Minutes of March 23, 1898.)

The following communication from the commissioner of water supply and the deputy commissioner for Brooklyn were read and laid over temporarily:

Department of Water Supply—Commissioner's Office, 150
Nassau street.

New York, *March 22, 1898.*

Hon. Maurice F. Holahan, President Board of Public Improvements:

Dear Sir—I have the honor to acknowledge receipt of your letter of 17th instant, including a copy of a communication from the Brooklyn League, presented at a meeting of your board on the 16th instant, and referred to me for report, urging speedy action in the matter of increasing the water supply and extending the water service in the borough of Brooklyn.

There is no question or doubt of the urgent need of increasing or extending the Brooklyn water supply with all practicable expedition.

The measure of first necessity toward the attainment of this object is the construction of the pipe conduit which is provided for in a contract made last year by the commissioner of city works of the city of Brooklyn with John McNamee, at an estimated cost of \$750,000. This contract, however, failed to receive the certification of the comptroller of the city of Brooklyn, as required by section 3, title 18, of the charter of Brooklyn, and in an opinion given to this department, under date of March 5 instant, the corporation counsel declares that without such certification the contract is not valid and not binding upon the city, and he advises that the question of certification by the present comptroller be left to the decision of the courts, if the contractor chooses to invoke them.

This question is not yet decided, but the chief engineer of water supply expects to obtain in a short time the declaration from the contractor of his intention regarding the prosecution or abandonment of the contract, and an authoritative definition of the contractor's rights, if he intends to carry out the contract.

In the meantime, this department and the city are debarred from taking any steps toward the prosecution of necessary work by the uncertainty of the outcome in regard to this contract, and by the fact that the whole subject of the further issue of city bonds for public improvements has been held in abeyance.

If the contract in question shall be abandoned the chief engineer of water supply will at once prepare, and I will present to your board for authorization, a new form of contract and specifications with estimates of cost, and after this work of first necessity shall have been provided for, either by prosecution under the existing contract or by a new contract, the chief engineer will prepare, and I will place before your board, the plans, specifications and estimates for additional works required to fully carry out the object presented in the communication from the Brooklyn League.

Very respectfully,

WM. DALTON,

Commissioner of Water Supply.

City of New York—Borough of Brooklyn, Department of Water Supply.

Brooklyn, N. Y., *March 22, 1898.*

Hon. Maurice F. Holahan, President Board of Public Improvements:

Sir—I beg to call the attention of your honorable board to the pressing necessity of additional works to insure the safety of the present water supply of the borough of Brooklyn, to increase the efficiency of its service, and to provide the additional quantity required for the immediate consumption.

You are no doubt aware that this question, more than any other, has attracted the attention of our citizens and has been the subject of careful study by the late department of city works for the last six years. Careful plans to meet the present and prospective requirements of this borough were formulated and are on record, and extensive reports covering all details have been repeatedly published.

Almost immediately after assuming office, on January 6, 1898, by my direction the engineer of water supply, Mr. I. M. DeVarona, laid before me a summary of the plans proposed and work needed, which was fully endorsed by our then consulting engineer, Mr. Robert VanBuren, and from which I extract the following:

“Our average daily consumption for the month of December last was, in round numbers, 87,000,000 gallons, and our available daily supply nearly 2,000,000 gallons less, the deficiency being made up from the storage.

“On the 14th instant our consumption reached the unprecedented figures of over 100,000,000 gallons, while the amount pumped was, in round numbers, 94,000,000 gallons, which presented the total available supply on that day, in spite of the recent heavy storms.

“Our Ridgewood reservoirs are scarcely over two-thirds full, and at our only storage reservoir, at Hempstead, we have a depth of but eight feet one inch, instead of nineteen feet, which corresponds to a capacity of less than one-third the full contents.

"The danger of infiltration from the sea, distinctly threatened, compels us to be more than usually careful in the management of our driven-well stations, which have been overtaxed, and even to suspend operations on some of them for longer or shorter periods.

"The situation is critical, and the urgent and important problem to be solved to-day is to find the water for present necessities and to lose no time in laying out and carrying into execution the future plans for an additional supply."

The engineers recommend:

First. An additional daily supply of from 5,000,000 to 10,000,000 gallons to be made available as soon as practicable.

Second. Immediate provision to carry out the plan of development to which they refer, and particularly to lay the 66-inch additional pipe conduit, for which the contract was awarded over eighteen months ago, and the failure to complete which has been the main cause of the critical situation that this borough has now to confront.

Third. Such steps as might be deemed advisable to determine the future sources of supply, bearing in mind that the works then proposed were intended to provide for the needs of the borough no longer than the beginning of the year 1900, so that, considering the time required for the completion of the new works, no time should be lost in undertaking them.

In pursuance of the plans formulated and already referred to, appropriations have been asked in the following amounts:

For the contract for the additional steel-pipe conduit from Millburn to Spring Creek.....	\$850,000
For the stop-cocks and valves required for same....	30,000
For additional pumping engines at Millburn.....	100,000
For additional supply from stations within our watershed	400,000
For repairs to Millburn reservoir.....	400,000
For new reservoir at Forest Park, to have the capacity of 250,000,000 gallons.....	600,000
For sinking test wells.....	10,000
For improvements at the New Utrecht and Gravesend Pumping Stations and additional wells at same....	50,000

For improving pumping engines at Ocone and She-tucket	\$8,000
For weirs and meters at pumping stations and for im-provements at the Spring Creek pumping station..	50,000
For electric light plants for Millburn and Mount Prospect	8,000
For permanent buildings and machinery for two of the new driven-well stations on new watershed....	85,000
For filter beds, in order to utilize the supply from Baisley's Pond, if required.....	75,000
	<hr/>
Making a total of.....	\$2,666,000
To which should be added for permanent buildings and machinery at the three remaining driven-well stations on the new watersheds, for which appro-priation has not already been asked.....	127,000
	<hr/>
Total	\$2,793,000
Adding thereto for contingencies and engineering 10 per cent	418,950
	<hr/>
Total amount would be.....	<u><u>\$3,211,950</u></u>

The most important of the above works, the engineers stated, could be completed within eighteen months, and the whole of them within two years.

After a careful study of these figures, as well as of the finan-cial situation, I again requested the engineer of water supply to submit to me a supplementary report stating those works for which the appropriations should be immediately asked, and those for which the appropriations could be postponed for a few months, and in reply the engineer of water supply submitted to me his report dated January 10, which, with an accompanying one from the present chief engineer, Mr. George W. Birdsall, was presented to your honorable board, at your meeting held on January 12, 1898, and will be found printed in full in the City Record of February 7, 1898. The details of this report, as well as its conclusions, were discussed in my presence between the engineer of water supply, Mr. I. M. DeVarona; consulting

engineer, Mr. Robert Van Buren, and the now chief engineer, Mr. George W. Birdsall, and unanimously approved. This will furthermore appear by the statements made by Mr. Birdsall to your honorable board, at your meeting of January 12, already referred to, and which are likewise printed in the City Record of February 7, 1898. After the full statements made therein and explanations given in regard to this all important subject, it seems there should remain little to add on my part, except to urge your honorable body to recommend the immediate appropriation of the \$2,309,200 above specified, for the purposes mentioned. The appropriation of the remaining \$902,750 required to carry out the plan formulated might be postponed for two or three months.

While in all probability chief engineer Birdsall will furnish your honorable board with further details, I may add that not another moment should be lost in beginning the construction of the additional pipe-conduit, long ago contracted for, and owing to the absence of which, while we are and have been wasting water east of our Millburn station, we have felt the scarcity of it, and have been constrained to resort to undesirable expedients to procure it west of Millburn.

As a necessary supplement of this additional conduit, and equally urgent, we need the increased pumping power at Millburn, without which we would not be able to deliver the requisite supply.

I trust your honorable board will give immediate and favorable consideration to this matter.

Very respectfully,

JAMES MOFFETT,

Deputy Commissioner of Water Supply.

DR. SETH LOW, being duly sworn, testified as follows:

Examined by Mr. Moss:

I was one of the charter commissioners. I can tell you about the origin of section 471 of the charter, the water supply section.

I will take the opportunity then to say a few words in regard to the board of public improvements, the way in which it came to be what it is. When the charter commissioners were ap-

pointed—having had some experience in the administration of a city—I felt that one of the gravest problem before us was to know how to provide for the physical work of the city. I had observed that Mr. White, then commissioner of city works in Brooklyn, had publicly proposed that that department be divided into three, because it was too much for one man to look after, as he thought it ought to be looked after. I naturally concluded that if the work of Brooklyn suggested such a proposition the work of Greater New York, concentrated into a single department of public works, would be impractical. And it occurred to me that the plan adopted years ago by the city of St. Louis in its board of public improvements suggested the best way of solving the problem; it seemed to offer the chance to put each branch of the physical work of the city under the charge of one man and so obtain personal responsibility, while preserving unity, so that the different departments that would have to work together should not work apart. I outlined the matter to the charter commission very much as I have here, and as it commanded their assent and approval I was requested to take charge of the general preparation of that chapter. When the board of public improvements was first suggested, my recollection is that it consisted simply of the president of the board of public improvements, the commissioner of water supply and of the five or six other commissioners having charge of the physical work of the city. When the public hearings were held by the charter commission the corporation counsel, Mr. Scott—now Judge Scott, I think—appeared before the commission, and suggested that we should enlarge the board of public improvements by adding to it the great elective officers of the city and the corporation counsel, so as to devolve upon that board in addition to the duties proposed the duties of the board of street openings and the like. Of course, I do not undertake to repeat the words of Mr. Scott, I can only give you in my own words and after two or three years, the impression that was made upon my mind by what he said; but he said, as I recollect it, that such a board he thought would be likely to be one of the most valuable agencies for the good government of the city; that it was so large that nothing could be done by it in secret; that on the

other hand it was small enough to 'permit of effective debate. Again, by having in its membership the great elective officers of the city, all of the physical work of the municipality would be familiar to them, and would be carried on under their supervision and with their knowledge. In other words that it appeared to be a body which would make the great administrative officers familiar, to a certain extent, with the details of the city's work as well as the commissioners themselves. That, of course, was a suggestion that came in at the very last moment and the chapter was rewritten with that in view. At the same time all of the provisions in regard to the condemning of land for water, or any land for any purpose, were taken out of that chapter and covered by a general chapter on the condemnation of lands. I speak of this point simply to account for the circumstance that I cannot positively say who drew section 471. It was drawn, as I stated in my interview the other day, under the conditions that I speak of. At some time during the process of the development of this chapter, my attention was called to the existence of the two laws, one the general transportation law of the state, by virtue of which any private water company had the authority and any commissioner having charge of the water supply had the authority, to make a contract which should bind the city for the term of ten years, provided the amount of the outlay did not exceed a certain portion of the tax. And also my attention was called to the Ramapo water company act showing that the company had authority to condemn practically the water of any watershed in the state. Mr. White called my attention to that; he became familiar with these laws as commissioner of city works of Brooklyn. Therefore, it was the purpose—and it was the purpose of the charter commission, to prevent the city from being injured through the operation of these laws, which were not a part of the city charter and which could not be affected by the city charter. We attempted to do that by section 471, and by the sections which I quoted in my statement the other day, in regard to the power to condemn, and by section 1618 as to the amendment of the charter by general legislation in the future. The purpose of article 1618 was to protect the city from having its foundation of security swept

away by general legislation which nobody might notice; it took the form, as you remember, that the city charter should never be amended by general legislation unless it was specifically stated that it was the purpose of the legislature to amend it, or unless the purpose was unmistakable on the face of it; that amendment was suggested by this water scheme. I felt that by the limitation in section 471 and the other provisions to which I have alluded that the power of the water commissioner was restricted in the matter of making contracts, absolutely. I do not know at the present time of any clause in the charter, I am speaking from memory, I have had no time to study it up, but I can recall no clause in the charter which gives the water commissioner the power to make a contract for the water supply unless he gets it from the legislative authority of the city. He does have the power, under the general transportation act, but section 471 limits the operation of that act by saying that he should only exercise that power, first with the assent of the board of public improvements, and second by complying with all the regulations of the charter as to the making of contracts. My understanding of that section is that it subjects every water contract to the general provisions of the charter as to the making of contracts. I think that if you compare section 471 with section 474 where the charter commissioners were dealing with a different situation you will see why my impression is what it is. In the old consolidation act there was a clause permitting the board of public improvements to make a contract with the city of Yonkers and the Yonkers Water Works for the supply of the 23d and 24th wards. That power had to be continued, but we limited that power, not by putting it in the negative form, but by saying that the commissioner is authorized to do this with the approval of the board of public improvements and the board of estimate and apportionment. In other words, as to the Yonkers contract, we inserted these two checks upon the power of the water commissioner as compared with what it used to be under the consolidation act. And, therefore, I think I am right in my claim that the purpose of section 471 was also to establish two checks upon the power of the water commissioner under these general laws outside of the

charter; these two checks were, first the assent of the board, and second a compliance with the general provisions of the charter as to contracts.

Q. It has been suggested, Dr. Low, and for a long time was believed by a large number of the community that section 471 was worked into the charter surreptitiously, by an apt phrase to permit the Ramapo or any other company to contract without the general restrictions of the charter; and I ask you as a member of the charter commission whether you think there is any foundation for the claim against anybody or against any one in general? A. Absolutely none. Section 471 was put in on purpose to protect the city against any private water company that might seek to substitute a contract for the enlargement of the city's water works by itself. If you read the sections of the charter you will see that the very fullest powers have been granted to the city for the extension of its water works as public works, and the charter as certainly aims to limit the use of the contract system for the extension of the water supply.

Q. Did not the charter commissioners' plan for the board of public improvements contemplate the actual and personal attendance upon those meetings of the mayor and corporation counsel and great elective officers of the city? A. It was thought by the charter commission that it gave those officers the very best possible opportunity to know what was going on in the city. I think it was not the expectation that they would attend every meeting; certainly not the mayor, for he has many things to do; I know—I think that at one time, perhaps at first, the suggestion was that the mayor should be the president of the board, but it was felt that that would lay upon him too great a burden. On the other hand, it was felt that his presence in the board would be invaluable and that this provision gave to the mayor an opportunity to know about the work of the city and a control of it that the mayor ought to be very glad to have. The plan of the charter places certain distinct and definite responsibilities upon the mayor and those commissioners. One of those responsibilities is connected with their duties as members of the board of public improvements; the officers concerned must account for themselves, to the public for their discharge of these duties.

Q. But did not your plan contemplate that the mayor, either through the board of public improvements or in any other convenient way should keep himself informed, reasonably informed, about the plans and projects, especially the larger ones, of the commissioners, and exercise at the head of the city some oversight, some advice upon it at any rate? A. The mayor was made a member of the board of public improvements in order that he might attend to the business of that board according to his judgment.

By the Chairman:

Q Dr. Low, may I ask you a question in reference to certain provisions of the charter as to functions of certain officers, for instance the borough presidents. Have you given that matter any consideration since the charter has gone into effect? A. No, I have not given it any special attention, Mr. Chairman.

Q. Have you any decided views at this time as to whether any modification of the charter should be made in respect to those officials? A. I can hardly say that I have a definite opinion upon the subject; I have seen it stated that they have very little to do; but I do not know whether the trouble is with the charter or with the officers.

Q. Have you considered the question at all of the feasibility of their being made members of the board of estimate and apportionment? A. No, I have not considered that at all. I think that the board of estimate and apportionment has justified itself along the line of its original constitution, and those were very little changed by the charter. I have not considered the question of the term of the mayor in a definite and careful way. There is a good deal to be said on both sides of the question. But I thought when the charter commission met, and I think it is still my impression that our cities suffer more from a constant change of officers than they do from a lengthened term. Of course there are advantages in bringing elected officers up to a sense of their responsibility to the people frequently; and there are also disadvantages. I think you will find that in Philadel-

phia and in St. Louis—and I do not know—I do not at the moment recall other cities—they have adopted the four-year term; I haven't heard of any dissatisfaction with it in those cities as a principle. The statement is made, not infrequently, you know, that good officers can administer a bad charter well and that poor officers do not administer even a good charter well (laughter). I have never heard the suggestion of the borough presidents being members of the board of education. On the first blush my feeling would be this: If we have got to discover something for the borough presidents to do, it is better to abolish the office. I do not see that they have any definite relation to the work of the board of education. As to the present double municipal assembly, you will remember that at the time the charter was framed I was one of those who believed in a single house. I still believe in it, for the reasons that I expressed then; I thought the double house would be apt to do more harm by making action which was necessarily difficult than it would do good by preventing bad action. I do feel, however, that if one house is to be substituted for two, that the members of that house ought to be elected under some system of proportionate representation which will give to all elements in the city an opportunity to be represented there. If you take the situation as it is, at present, when Tammany was successful by a plurality at the polls the entire municipal assembly is practically of one stripe; and an organization not responsible to the people is able to control the entire city government. If on the other hand Tammany had been unsuccessful in electing the mayor, I think it would still have had control of the municipal assembly by two-thirds or three-quarters, owing to the composition of the city and the character of the districts. I can hardly conceive of a condition of affairs under which the political minority of Greater New York would ever have a proportion of the municipal assembly as large as its numbers entitle it to. Broadly speaking, on national questions the Republican party is two-fifths of the vote; that or more; but I do not think it can ever have two-fifths of the municipal assembly unless the prin-

ciple of proportionate representation is introduced. I do not think that national politics ought to control in city elections; I think that the more we can work away from that in the election of municipal officers and members of the municipal assembly the better. But we have to take facts into consideration as well as theories; and the facts are that the great body of our people, at the present time do vote along national lines even in city matters. I think the sentiment in favor of emphasizing the importance of city affairs is constantly growing, and under fair conditions it would be of great value, I am sure. I think, therefore, that if the charter is to be amended as to the municipal assembly it ought not to be amended simply in the direction of making one house, but that the conditions of the election of members of that chamber ought to be very carefully studied so that it should not be as one sided as it is now. I do not believe so one sided a house is in the interest of the city in the long run. I can hardly say I have any special suggestions to make in that line; I have not given the matter definite reflection. Of course, if a specific proposition were made for amendment, or any amendment proposed, I should be very glad to give my opinion upon it, but to speak at large is not very easy. I rather favor a large house if there is only one; as to the specific size I do not know; but I would not have one small body. I would have—I would err on the side of size, having it too large rather than too little. I think it is important to interest as many of the people of the city as possible, and to take all elements of the city into the account if the city is to be operated well.

By Mr. Moss:

I have no very clear view as to whether better results would be obtained in the municipal assembly by increasing the amount of salary; I have seen such boards elected without a salary, and I have seen them elected with double the salary; I never observed that the salary had anything to do with the quality of the men elected. Section 471 was devised for pro-

tecting the city against the contract by a single officer. The sections that were inserted for protecting it against the right of the Ramapo company to condemn everywhere are sections 484 to 9; I may not remember accurately; but I gave the numbers in my statement; they are the sections that give the city very full powers of condemnation. You see why that was dangerous. If the Ramapo could condemn anything it pleased, in case it condemned a part of a watershed in the line of the city's inevitable movement it might corner the city into making any bargain with it that it wanted unless the city had the power to take the land or water by condemnation. It was absolutely clear in my mind that the powers of the Ramapo company were dangerous to the city, and the charter was framed especially to limit the operation of those powers as far as we could.

By Mr. Fallows:

Absolutely I have an opinion as to whether the heads of departments should be elected rather than appointed; I think they should be appointed and be responsible to the mayor. I think that these administrative officers ought always to be removable by the mayor; then the mayor would not be able to say that he was not responsible for them, that he has appointed them and that they have got to look after their own business. He ought to be responsible from the time he takes office until he leaves it for everything that is done by the administrative side of the city government. To elect such officers is to go back to the conditions of the early fifties, which was so bad that it was abandoned almost immediately. It would be like taking the force of gravitation out of the planetary system. There would not be any possibility of harmonious action on the part of the city government in the matter of the city's work. If you think of any piece of work that the city has to do, like repairing or like putting out a fire for instance, you will see you have got to have, first of all, the fire department; then you have got to have the co-operation of the police department to keep away the crowds; you have got to have the co-operation of the com-

missioner of water supply to keep the hydrants in repair; you have got to have in many cases the co-operation of the commissioner of public highways to keep the roads free and in good condition. There is almost nothing that can be done in the city that don't call for the active and harmonious co-operation of three or four departments. Even now you have those departments independent of each other to a great extent; that is what was done, or was made possible when the mayor was not given the right to remove his officers, so that he may refuse even to advise the men that he has appointed; the people have got to look to each department, and you have lost the responsibility of the mayor. That is the most valuable protection the people have, because the mayor is the one man who is responsible to the entire people of the city.

By Mr. Moss:

Q. The mayor has gone so far, Dr. Low, as to say that if one of the commissioners should come and ask his opinion or advice on a pending matter he would refuse to give it to him; that is the way that it works? A. Well, I think that sustains my theory.

By Mr. Fallows:

I would favor the power of removal after six months, absolutely. I tried to have the time limit removed when the charter was made. I think you have got to do it, if you want to have an efficient city government. You have got to have one of two things, gentlemen. The national government was originally framed upon the theory of checks and balances. They were afraid of arbitrary power and they built up the constitution on those lines. Now, what has been the consequence of that condition in the national government? In order to get such united action as national affairs require we have had to build up (as I read in the article of which you were speaking this morning, Mr. Fallows)—we have had to build up an outside thing—a party organization, in order to secure for us unity in the operation

of the national government. The system of checks and balances is undoubtedly a sound one when it pertains to political rights, to the protection of the person; but when it comes to the conduct of work, which is a great part of the city's business, what you want is efficiency, and you cannot have all the departments independent of each other and independent of the mayor, unless you prefer to part with efficiency for the sake of safety. I believe personally that that sort of thing has cost our cities more than can be calculated. You have got to take some risks for the sake of efficiency. This is the reason for trusting your mayor and holding him to account before the people—at least that is my philosophy on the subject. I know that you can get efficiency and a government of ability if you get an efficient mayor, and if you do not get an efficient mayor you won't get it. But you cannot control the character and capacity of your officers under any system. The main point is, that, under a system that scatters responsibility, even an efficient mayor can do nothing; but if on the other hand you give him power an efficient mayor can do the city a vast deal of good in the course of four years; without the power he can do little. Now, the present charter gives the mayor so much power that I should think he would feel the sense of responsibility; but, if he does not, the charter is there to say that these commissioners have charge of these things and he has only the right to remove them within six months of assuming office. If the charter read as I would like to see it read, he would have the right to remove them at any minute, and would be responsible for them so that when he came up for election the people would hold him responsible for the administration that his appointees had given.

By Mr. Mazet:

Q. I presume in line with that that you would favor a single head commissioner? A. I would advocate single headed commissioners wherever the work to be done is executive work. Where it is discretionary, I would have a board; and I think that is true to the experience of mankind everywhere. The

Romans at one time had thirteen aqueducts supplying the city of Rome, and they put every one of them under the charge of one man; they were a very executive people. On the other hand, I think it is the book of Proverbs that says, "In a multitude of councillors there is safety." Where it is a question of discretion, for instance, as in taxation, it would be the height of folly to have the taxes laid by one man; and it would be equally the height of folly to have city work done by a board. I think you will find, Mr. Chairman, that the charter has been consistently constructed upon those lines. Take for instance the park board; in order to get personally responsible administration, definite boroughs have been put under the charge of one man for purposes of administration; but, for the purpose of the regulation of the parks of the entire city, the three park commissioners sit together and sit as a board; so that where discretion is called for you get the judgment of more than one man, and where action is called for you have got to have some one man to do it. The only trouble that I see in the charter framed, as it is, along these lines, is that, though you have a body of men each of whom is individually responsible for something, you have not got the organization tied together as a keystone ties an arch. And that is the trouble. If the mayor had the power of removing those commissioners you would have the unity that is so essential, for he could not then say that he did not consider it his business to know what the men of his appointment were doing.

By Mr. Moss:

Q. And all your argument was based upon the mayor's supposed desire to be re-elected? A. Not at all.

Q. You stated that he would come up before the people again and the judgment of the people would be influenced by his conduct of the office; had you forgotten that the mayor is not permitted to be re-elected? A. If that was the inference, the fair inference from what I said I had forgotten. Of course, if the mayor is not eligible for re-election, then it is the party that stands for him that comes up for trial. If he is himself eligible for re-election then it is the mayor himself as well as his party.

Q. If he were a nonpartisan and elected as an independent then there would be no party responsible for him? A. Then you would have individual responsibility rather than party responsibility. I think I prefer a system under which the mayor is re-elected—is eligible for re-election. I think I voted—I am not sure—for the system as it is, making a four-year term and non-eligibility. But whatever I may have done, I think the element of responsibility is a very valuable one and too valuable to lose.

JOHN L. SHEA, called as a witness, being duly sworn and examined by Mr. Moss, testified as follows:

I am the commissioner of bridges. I informed Comptroller Coler, two or three days before the meeting of the board of public improvements, on August 16th, that there was a probability of the water contract coming up. I told him I understood that Commissioner Dalton, commissioner of water supply, had prepared a report on the additional water supply for the city of New York, and I understood that that report would be presented at the meeting of the board of public improvements to be held on the 16th. I got my information at the meeting of the board of public improvements held on August the 9th, at nearly the final close of the meeting; I went to see President Holahan; I was in a little bit of a hurry to get away, and he told me he believed Commissioner Dalton was about to make a report on the water question; I asked him if he could not let that report go over until the next meeting, and he said he would, and I went down in the country to see my family, and kept the matter in mind, and at the proper time I informed the comptroller of the fact that it was coming up before the board of public improvements. I was present with Mr. Coler at a conversation between him and Mr. Holahan in regard to the contract. Mr. Coler and myself went in to see the president of the board, Mr. Holahan, and Mr. Holahan told him there was a contract, or rather a report of the commissioner of water supply. While I was reading the report

Mr. Coler and Mr. Holahan had some conversation. My mind was engrossed with reading the report, and I did not catch much of what was said between them, but I inferred from what did occur that the comptroller was considerably put out about the matter, and I noticed Mr. Holahan was quite emphatic. I understood Mr. Holahan to say action would be taken upon the resolution authorizing the commissioner of water supply to make a contract for it. The contract would be brought to a vote. The first proposition made was to lay the matter over for one month. That was defeated, as you know. Then the comptroller entered into the question, and said he believed the chief financial officer of the city should have at least three weeks to look into the matter; that was defeated, and finally it was concluded to give him two weeks, so he might make a detailed report. The votes on these resolutions showed there was not a majority in favor of making that contract that day. There had been no definite proposition prior to the 16th of August for the making of a contract with the Ramapo company. The first information I had at all of the Ramapo Company was the hearing in March, 1898; that was more than a year before. Nothing came of that. I suppose you have the minutes of that hearing, and know all about it, know what part I took in the proceeding. I opposed the Ramapo business there very strongly, and I think I have been very consistent ever since. From March until August I had no knowledge about it, I had heard nothing further about it, but I managed to attend every meeting of the board of public improvements nevertheless; I thought it was quite possible it might come up. I did not know our friend Mr. Lauterbach was pestering Mr. Holahan all the time. Mr. Lauterbach and I had some discussion on the original hearing, however, I remember that very distinctly. I have forgotten just whether I also protested against a contract with the Citizen's water company of Newtown; I am inclined to think I did. I think I did vote against it, but the trouble over there in Long Island City is the fact there are a great many people scattered around, and they have to have water, and when that need is made perfectly plain

to my mind that the necessity existed for a supply of water, I was glad to vote for it.

Q. It has been stated to us by some of our friends who have been criticised, that you and Mr. Kane, with two or three others, were interested in some land over there. It is so? A. I am sorry to say no.

JAMES R. CROSS, called as a witness, being duly sworn and examined by Mr. Moss, testified as follows:

I am a civil engineer, and was employed by the comptroller to investigate the Ramapo water sources of the water supply in the neighborhood of the Esopus creek, and to look into questions connected with the proposition to supply the city from that source. I have been engaged in my profession forty years. I have been actively engaged all that time, principally in hydraulic matters; I have had a large experience in hydraulics and water supply. I was connected with the Brooklyn water works, building the Brooklyn water works originally, and afterwards was on the Croton water works, the construction of the reservoirs in Central Park, was principal assistant engineer of the Washington aqueduct for two or three years, then returned to New York and examined the Croton watershed with the view to construction of storage reservoirs, and located and built the first reservoir at Boyd's Corners, in the Croton watershed. Since that time I have been engaged in the location and construction of water works, and in consulting with reference to management of water works, and questions relating to water supply principally, in a large number of cities. And I have had in this experience, considerable knowledge of the New York water supply. I was connected with the New York water supply about ten years altogether, and also with the watersheds of New Jersey. I examined for the Lehigh Valley Railroad company in connection with the water supply of Newark and Jersey City, Newark more particularly.

Q. I notice in your report to the comptroller about the total head of water some statements about pressure on the pipes in our own city. You say it is doubtful whether these pipes—that is page 8—doubtful whether it is possible to put the greater pressure on the pipes below Forty-second street. Why is it doubtful, Mr Cross? A. Because the pipes in the lower part of the city, of the distribution system, are in such a condition that they would not stand the pressure; the pipes would leak more than they do now. They leak now, unquestionably; there is no question about it at all. I come to that conclusion from what I have seen to some extent, of excavation in the city, and from what I have heard to a great deal greater extent. Particular instances have been brought to my attention; it is a matter of common report, that in excavating in the lower part of the city for sewers, and for subways, underground water is found to an extent that could not be caused from natural sources, and a great many leaks have been found in pipes; pipes have been found to be broken and water running away into sewers and underground. That is not only the case in New York, but it is the case everywhere with water works that have existed over a certain length of time. The great part of the distribution system of New York below Forty-second street is very old; about fifty or sixty years old, and therefore much deterioration must have taken place. A portion of the pipe system is in ground that is saturated with salt water along the water front, soft ground probably.

Q. And have you made any observations about the flow of the water through the new mains on Fifth avenue, which would tend to prove your statement? You say here, “the quantity of water drawn through the pipes at the present time is so great, and out of proportion to the number of consumers, and is moreover increasing so rapidly and out of proportion to the increasing population, that it cannot be attributed to any other cause than defects in the distribution system”? A. I say that now, yes, and if the system is defective, and a greater head of water is put on, that increases the leakage. It does unquestionably, and increases the deterioration.

Q. What do you think of the policy, Mr. Cross, of trying to keep a barrel full of water by pouring in at the top while the bung hole is open? A. Well, the bung hole being open the water must be brought in more rapidly in order to fill the barrel and keep the barrel full. There are methods of determining the location of leaks in the distribution service. There are practical methods in use in a number of cities, and it has been done in this city. It would be possible to locate those leaks and attend to them at once. I did not have anything to do with the system formerly employed in this city of going through the sewers and locating the leaks; I never was connected with that part of the work, only familiar with it from the reports of the commissioner and engineer, and statements I have heard. The increase of water consumed in this city is not in proportion to the increase of population. The ratio increased, it has been increasing for the last ten or fifteen years, about five per cent per annum more rapidly than the population has; that is, the rate of increase of population being we will say two and a half per cent, the rate of increase of consumption of water has been about seven and one half per cent per annum; and that, in my judgment, would indicate a large amount of leakage. There is no other way I can account for that great increase of water. There is a certain increase in the amount of water used in proportion to the number of people of late years, but not as great as that. From my examination of the Esopus creek neighborhood and my consideration of the proposition of this company, I do not believe it is possible to carry out the contract, and construct the works, and to deliver the water to New York city in three years. There has been so little engineering work done in connection with it that the whole matter would have to be investigated from an engineering standpoint, and I do not think a conclusion as to the most economical and best method of constructing the works could be arrived at in less than a year; that is the preliminary engineering work and financing would take a year. I have not discovered any engineering plans of that company. The length of time that would be occupied in constructing the reservoirs

and aqueducts could be calculated pretty closely. As to the time, we cannot figure very closely on that now, until the engineering work, the preliminary engineering work is done. The proposition to construct a pipe line, double pipe line—8 feet 3 inches in diameter for each pipe, 81 miles long, delivering water in New York city at a pressure of 129 pounds to the square inch is perfectly practicable. The pressure at the source or in the neighborhood of the source 81 miles up in order to have 129 pounds to the square inch down here would be about 150 feet head, I think, above the point of delivery; the point of delivery being at the north line of the city, at an elevation of 300 feet above tide level, an elevation of from 450 to 500 feet at the reservoirs in the Catskills, or at the Esopus creek, would deliver that amount of water through these pipes. The pressure on the pipes, being laid on the hydraulic grade, that is, just the slope of 200 feet we will say in 80 miles, would be nothing. If these pipes were deep down below the surface of the ground, where they would have to be, the pressure would be proportionate to the height of the source of supply above the top, that is, in crossing under the Hudson River, where they would be down 100 feet I suppose below tide level in order to get across the river the pressure on the pipe would be equal to that of 600 feet. Pressure due to about 600 feet of elevation, which would be about 250 pounds I guess to the square inch.

Q. Do you find from an examination of the ground and of the apparent water supply, in the Catskill Mountains, that reservoirs can probably be constructed 500 feet above the surface, that would contain water enough—receive water enough to get a regular flow of 200,000,000 gallons a day, steady through the year? A. I should say with reference to my knowledge of the Esopus watershed that it has not been derived from personal observation on the ground, it has been derived from the topographical maps and reports from persons I sent to examine it. I do not think there is sufficient reservoir capacity in the Esopus watershed to deliver—to be sure to furnish that amount of water, from that watershed.

EDWARD LAUTERBACH, recalled, examined by Mr. Moss:

Q. Mr. Lauterbach, has there been a meeting of the directors of the Ramapo water company since we were last here? A. I have been in consultation, as I said I would be, with members of the board, and with some of the principal stockholders of the company. That consultation was held at the bedside of a gentleman at Montclair, New Jersey. It was not the secretary of the company; I didn't see the secretary of the company. I have not seen the secretary of the company since we last met; I do not know where he is. I do not know where the stock book of the company is. I was last at the office of the company a year ago, about, as near as I can remember. I did not see the stock book at that meeting. I have been at the office of the company on three or four occasions, I think, the last one was a year ago, about. I don't know who made up the list of stockholders then that I held in my hand the other day; it was handed me by a son of Mr. Lamont, I don't know his first name, not the secretary of the company.

Q. Then it was Mr. Lamont that made the list? A. I don't know; I don't know who made it, I requested that it should be made in order that I might tender it to this committee, and the list was handed to me as I have stated, by a son of Mr. Lamont. I made the request to the president of the company, Mr. Dutcher. Mr. Dutcher and I consulted together, and are desirous of aiding this committee to the fullest extent possible, and we came to that conclusion and I received the list.

Q. Is Mr. Charles A. Lamont, whom you speak of, officially connected with the company? A. Except being a stockholder, I know of nothing. He is not a director, not that I know of. Is he, Mr. Dutcher? Is Charles A. Lamont a director?

Mr. Dutcher—He is not.

The Witness—Mr. Charles A. Lamont is not here this morning, nor Mr. Horace G. Lamont. I have consulted with Charles

A. Lamont considerably about the matters of the company for years, ever since my connection with the company.

Q. Hasn't he been an active man in the company, the man who understood it best, and had most to say about it? A. I should not like to grade the relative activity of those with whom I was brought in contact, of the company; he is a large stockholder, I have so understood. I don't know whether there is any larger.

Q. From the list that you saw, was there any larger? A. The conclusion at which we have arrived——

Q. No, I ask a simple question, Mr. Lauterbach. A. I will state nothing with respect to the list. I say that because it was tendered to you and the committee, it was declined upon the terms upon which we offered it, and I am instructed as counsel to the company not to offer it in any other manner, and I shall not answer, relying upon my memory instead of the list that we tendered for your information, the list itself we furnished.

Q. Well, Mr. Lauterbach, you will remember the matter was left open upon your suggestion that you would simply consult one or two large stockholders, you gentlemen who were here that day, the president—— A. It was tendered to counsel——

Q. Wait a minute, I have not finished. The prominent gentlemen in the corporation who were here and brought it, including yourself and the president, were perfectly willing to give it to us without restriction, but you desired for greater safety to consult one or two prominent stockholders so as to get their consent, isn't that true? A. Not at all, your memory of four days is completely at fault. What occurred when I——

Mr. Moss—You have answered the question.

Witness—No, I have not.

The Chairman—Mr. Lauterbach, you are taking up unnecessary time, and are cumbering the record unnecessarily; my recollection of it is exactly as Mr. Moss stated it.

The Witness—Why won't you let me state it?

Mr. Moss—You have said our impression was wrong. Who are the stockholders—

Witness—Wait a moment, Mr. Chairman.

Q. Who are the stockholders?

Witness—I address the Chairman judicially, my attitude in this matter must be perfectly understood.

The Chairman—The records will straighten it.

The Witness—I am asked a question, I desire to answer it fully, my recollection as to what transpired in respect to the stock list has been asked for, I desire to give it; I have differed with counsel as to his interpretation of what occurred, the chairman has been kind enough to say that his view did not balance with that of the witness; in the interest of justice and of fair play can I not be permitted to state what I understood, having made a tender, was the nature of the tender, and is there anything unjust about that?

The Chairman—Nothing; you may state it as briefly as you know how.

The Witness—I can be very brief. I appeared on behalf of the company and tendered to the committee and to counsel a stock list, which I said they might use as they desired, and they should have an opportunity of verifying from the original book, through any of their counsel, provided that the contents of the stock list and names of the stockholders were not made public, but that any information which they derived from the stock list might be followed up as they desired, if that proposition was adopted. Consultation was had, and I was informed by the Chairman of the committee that a determination would be made next day in regard to the matter. In the meantime the stock

list was returned to me, and the next day the determination was that that stock list would not be accepted with the proviso, thereupon the next day, or at the moment when the stock list was returned to me—it was then returned to me and I said that in spite of the fact—that as the committee would not accept the stock list with the proviso, that I would have a consultation with parties in interest and see whether they would consent that they should be unconditionally given to the committee. Now that is my recollection of the situation, if the record bears me out well and good, if it does not then I must take it. Counsel and committee had its day in court.

Mr. Moss—Did you advise your clients and associates to give that stock list without condition? A. My advice to my clients in that respect I will consider privileged and will not answer, I will give you the result of the consultation.

Q. You are now going to take advantage of the privilege which you said you would not at the beginning? A. My personal view in regard to the exhibition of the stock list is immaterial.

Q. You have declined on the ground of the privilege which you waived at the beginning of the examination, now why have you changed your position? A. I have not changed it at all. I stated everything that transpired in respect to the affairs of the Ramapo company in the past, I would not avail myself of the privilege. When in presence of the public, and of the committee and of counsel I said that I would advise with my clients and bring the result to the committee; it is sufficient for the committee that they know the result; what my individual view in respect to the matter, as to what my personal advice was, is entirely immaterial.

The Chairman—We certainly got the impression, Mr. Lauterbach, from what you said on Friday, and the manner in which it was said, that it was almost then settled that the stock book would be given up to the committee, but you said that in order not to have any friction, or not to have any dissatisfaction, you

did want to have an opportunity to consult with one or two large stockholders, and that the decision would be given on Tuesday, in the meantime the question was to remain in abeyance.

Witness— The result of that conference is that I am not to produce the list of stockholders, or stock book. What my personal advice as a lawyer in the matter was, is, of course, nobody's business.

By Mr. Moss:

Q. Did you not advise your clients and your associates not to give up the stock list? A. That is asking me the same question in a different form.

Q. And you decline it again? A. Yes, I decline it again. I have not since the last meeting that we had here, seen Senator John Fox. I have not seen Mr. Freedman. I have not seen Mr. Carroll. I have not seen Mr. Meyers. I have not seen Mr. Rosenthal; I don't think I know him. I have seen Judge Truax; he was one of the gentlemen with whom I consulted. I have not heard from or had any communication, directly or indirectly, with any of the gentlemen whose names you first mentioned, prior to Judge Truax. Judge Truax and Mr. Lamont are two of the gentlemen with whom I conferred. There were others. Judge Truax was at Montclair. There are two gentlemen in court this morning who went with me to Montclair, Mr. Dutcher and Mr. Jencks, the electrical engineer. He is one of the directors also. I think, as I am informed and believe, I think Mr. Lamont's ailment is a very serious illness, it has continued for some period to my knowledge, and I am advised that it will be continued for some longer period, that it is a very serious condition.

Q. Would you advise Mr. Lamont to submit to an examination, by consent, at his home? A. What my advice as to any problematical matter is or will be I cannot tell; when he confers with me—

Q. We are asking you because you have proffered your assistance to the committee? A. Yes, and I have read in the morning papers——

Q. Listen, you are evading the question, you have said you would assist the committee, and the committee are desirous of having the evidence of Mr. Lamont. Now, will you assist us to get that evidence by arranging for testimony, by consent, at Montclair? A. When the committee makes that request in proper form of me I shall answer it. The list of stockholders is not in the court room. It is not in the city; not to my knowledge. I did give it up to the gentleman who gave it to me, young Mr. Lamont. I don't know where he is. I don't know where he lives; I gave it to him at my office. He is not a director in the company. I think he is a stockholder, I am not sure. I was satisfied of his right to take from me that stock list. He gave it to me, and I returned it to the person who gave it to me; if he had the right to give it he had the right to take it. It was necessary for us gentlemen, including the president and counsel and the gentlemen I have mentioned, to go to Montclair to have a meeting upon this question because we desired to have the views of Mr. Lamont, who was sick at Montclair. I don't know whether he had a telephone or not, or whether telephonic communication would be satisfactory, certainly the most satisfactory method was to sit at his bedside and have a consultation. I know of no physical reason why one individual couldn't go.

Q. But you thought best to have a meeting of the leading spirits of the Ramapo water company? A. They were those who were interested in the affairs of the Ramapo water company, certainly.

Q. And it was considered by you to be a question of the highest importance that those who were the most prominently interested in the matter should be present at its discussion? A. I have a singular habit of wishing to consult with those interested in a matter before I act.

Q. That is an answer to my question, it might just as well have been "yes."? A. I am here to be instructed. I have no

knowledge upon the subject whether Mr. Lamont has delivered stock of this company to any individuals during the last year; I have not spoken with him upon the subject. He has not spoken to me about it. No question of that kind has ever transpired between us. I received my stock for a legal fee. I don't know of any other cases similar to my own, where the name of the real stockholder does not appear on the books—I have made no inquiry as to the stockholdings of other people. I have given the subject of the development of electrical energy a great deal of personal attention. I am vitally interested in that subject; I believe it to be the coming subject for the most thorough consideration in the interest of great cities, and I have done more than merely follow that branch of the case as a lawyer. I really know nothing of the financial affairs of the company.

Q. The conversations reported at the meeting of the board of improvements, when this matter was discussed, has attributed to you the statement that you were laying pipes, or some one of the company was laying pipes—in the jocular application of the term. Is not Mr. Lamont the man who has laid the pipe, that is, has proposed and carried out practical methods of getting people interested in the company, and looking to the finances and assets? A. I think other directors of the company have conferred with me fully as much upon the subject of financial plans and methods to be adopted when the practical work of the committee should be enunciated as he, although he as much as any other.

Q. Not only that, but the securing of the approval of such officers and such bodies as might have to grant franchises, or rights to make contracts, hasn't that been particularly in his hands? A. I never knew Mr. Lamont—I never, to my knowledge, saw Mr. Lamont in the presence of any official connected with any municipality or legislature, and I have no knowledge from any conversation that I have ever had with him, that he has had any conversation with any such individual.

Q. Have you not apprised him of your own conference with such officials or individuals, as they have taken place? A. What-

ever conferences I have had, I have communicated to the president and to any of the directors that chanced to speak to me about it, or to any stockholder.

Q. Has there been anybody, more than yourself, that has had the actual, practical connection with legislators and officials who might have to pass laws or grant privileges to make contracts—is there anyone more than yourself that has attended to that?

A. I think I have borne the brunt of the work.

Q. Yes, you went to the legislature when the bill of 1895 was introduced? A. I did, sir.

Q. You say it was introduced in an incomplete form, because it was the last day bills could be introduced? A. Pretty near the last day.

Q. And that you took the amendment to Albany which was reported out by Mr. Cutler? A. It was reported by the committee.

The Chairman—Have you that amendment here? A. The original amendment as originally introduced?

Q. No; the amendment you provided? A. It was introduced in evidence by Mr. Moss; I have not a copy. It was the same as the bill.

Q. As the bill passed? A. Yes; the only amendment was the bill as passed. That amendment related to three things, the amendments were three things, first, restoring the right of condemnation that had been obliterated by the codification. Second, giving the power of contractorial relation where municipalities are making contracts with corporations—municipalities and corporations, which existed in the general law as to water corporations, at that time, and still exist except in respect to water corporations, it is limited to ten years, but had been neglected in the original charter of the Ramapo company, and third, giving the right to cross navigable streams, except so far as they might interfere with navigation. Those were the three features of the bill.

Q. Then the amendment in respect to the contractorial relation? A. And also taking out the limitation which might be looked upon as existing, which the word “mainly” put in the

original charter—"carrying on their operations 'mainly' in three counties," taking that out, so their operations might be the same as all other water companies, and all other manufacturing companies chartered as water companies, of every city.

Q. As I understand, this company has an advantage over other companies, in that it is not limited to ten years? A. That is the present advantage of the company, it had not that advantage—it had not that advantage—before the codification act that same advantage could have been enjoyed by any corporation organized under the act of 1848, but it lost it, and others lost it, and this was the only corporation that had the energy to get rid of the evisceration made by the codification act to which I have referred, by the enactment of the transportation and water company act.

By Mr. Moss:

Q. The bill as introduced, referred distinctly and only to the counties of Orange and Rockland, the bill as amended allowed the company to get its water supply anywhere in the State? A. It allowed it to contract with corporations and cities.

Q. It put the whole matter upon a very broad basis and saved you from any question which might arise under previous laws, isn't that so? A. I have stated my view.

Q. And more than that, the Legislature, by passing an act in 1895, practically cut itself off, or shut the action of the courts off, in charging nonuser of franchise against you prior to 1895? A. That is the law.

Q. You felt if you got that bill passed through there could no longer any question arise about nonuser between 1887 and 1895? A. Any recognition by the Legislature of the existence of a corporation, by the enactment of any law in respect to that corporation, operates, under the authorities, as a bar to the plea of nonuser prior to that time, I so understand the authorities and decisions.

Q. Now, that company had owned nothing and had done nothing in the way of supplying water up to 1895? A. In the way of supplying water, not that I know of.

Q. And the passage of this act of 1895 had the immediate effect of increasing the value of your stock, didn't it? A. It benefited the company. That would benefit its securities of course. My recollection is I went before the committee and stated the facts exactly to the committee as I have stated them here, and substituted the one bill for the other, it was unanimously reported by the committee, passed the Assembly unanimously, went to the Senate, passed the committee unanimously—I think I was heard before the Senate committee, and fully explained the bill, as I have to the committee here—it passed the Senate unanimously, and was subsequently signed by the Governor.

Q. And it was you who importuned Mr. Holahan, as he testified and as you testified? A. It was I that, having been employed to secure a contract with the company, sought to achieve that purpose. I don't think I did obtain, or cause the sending of a representative from the office of Tracy, Boardman & Platt to the Governor. I know the fact about that office sending someone to the Governor to ask that the bill be signed, but whether I have gleaned the fact from recent development, or whether I knew of it at about that time, I cannot tell. It is my recollection that I did explain the facts of the bill to the Governor and requested his signature to it. I was not aware of the fact that anyone else had also made the same application; I think no one had before I did, but I may have been reinforced by someone else.

Q. If you had already explained the matter to the Governor, why was it necessary for a member of the firm of Tracy, Boardman & Platt to do it? A. I don't know, I didn't make the request to that firm, I don't know who did. I was the active counsel at that time. I have a recollection that Mr. Soule made an argument, or addressed a letter, or did something in respect to the bill, to the Governor. I do not know what argument I made. I have no idea what ground it covered. I made the same argument to the Governor as I had already made to the committee and to Mr. Cutler. I went as directly, and fully and honestly over the features of the bill as I knew how.

Q. Then, in justice to Mr. Nixon, who has made a statement in this matter, which has been introduced in the hearing before the Attorney-General, and has become a public statement, I want to ask you in reference to his statement. He says, "I introduced the Ramapo water bill in 1895 at the request of a prominent Republican," whom I assume was you? A. Very likely.

Q. "In whose good faith and judgment I had implicit confidence." At that time had you any official relation to the Republican organization? A. Was I chairman in 1895? Yes, I think so.

Q. Were you chairman of the county committee at the time you took this bill to Mr. Nixon? A. I think so.

Q. If you find you are mistaken, Mr. Lauterbach, you may correct it.

Mr. Clark—That was the first year of your administration, you were elected after Brookfield.

Mr. Moss—Then you were the chairman? A. Yes, sir.

Q. And you were chairman from January, 1895? A. Yes, sir; until I resigned.

Q. Mr. Nixon says, "I was a simple member of the legislature, and I thought the bill was given to me to introduce because there was a lack of cordiality in the relations between Speaker Fish and Majority Leader Ainsworth." Was there any special reason for giving that bill to Nixon? A. I knew Mr. Nixon very well, and I knew he would attend to the matter of any bill that he interested himself in. Before introducing it, however, I submitted it to Speaker Fish, and together we went over it section by section. There seemed to be nothing objectionable in it. That was the original bill.

Q. And it is fair to Mr. Nixon to say that that is a bill nobody has ever criticised, you have heard no criticisms on the original bill? A. Except that it is a very meaningless bill; primarily it did nothing except add an additional county, and gives the right of the sale of ice to them, which was contemplated at that time.

Q. You say the bill as originally introduced was a meaningless bill? A. Yes.

Q. It accomplished nothing, unless we consider that it waived the nonuser, it prevented the city from claiming nonuser up to that time? A. It did that, and it also would have permitted the sale, by the water company, of the water of its lakes and reservoirs to ice companies, concerning which there was some doubt. Mr. Nixon did not come from the district where this water supply emanated. Mr. Nixon knew nothing whatever, except what I communicated to him; he had full reliance on my statements, and had no other source of information.

Q. He assumed you brought to him a measure of some importance, and a measure that was all right? He had a right to assume that? A. A perfect right to assume it. I had said to Mr. Nixon at the time that when the bill would come before the committee I would probably suggest proper amendments.

Q. Had Mr. Nixon any reason to suppose that company's affairs were in such a condition that nonuser of the franchise could be charged? Had he any reason to suppose that? A. He knew nothing whatever of the company or its condition.

Q. You did not inform him anything about it, did you? A. I informed him nothing concerning the company's condition.

Q. He had all the more right to reply upon the bonafideness of the resolution, because you, an official member of the party, county committee chairman, offered the resolution to him, isn't that so? A. No; because I expressly stated to him, as I have to everyone, and as is the fact, that although I had been actively engaged in legislative business for years, that from the moment I took the chairmanship of the county committee, I never would use my office for the purpose—or its influence for the purpose—of securing or preventing any legislation, and while I had been in the habit of representing corporations constantly during the period of my connection with the county committee, I did so very rarely, and then always with the distinct statement that I did not appear as chairman of the county committee, and asked for no favor concerning any private corporation, and these occasions were very rare.

Q. It comes down to this, that you considered that bill a very important bill to the company? A. I considered the bill was an important bill for the company.

Q. And even the bill as originally introduced? A. And even the bill as originally introduced. When I said meaningless I meant it was meaningless on the question of solving the vexed questions of condemnation.

Q. Yes, but upon the great question of nonuser it was of great importance? A. I don't think that agitated the company's officers very much, nor had any question as to nonuser ever been raised by any one; of course, I knew the law, and I knew that it was beneficial to any corporation to have from time to time some enactment of the legislature passed concerning it, because it obliterates any questions in the past that might be vexatious.

Q. And you knew, when you introduced the bill originally, that you would put amendments before the committee, you knew that? A. Yes, sir; I did, and so stated.

Q. Mr. Lauterbach, at one time, some few years ago, you made a statement, or it was attributed to you, that you would prefer the election of a Tammany Mayor to the election of one who did not represent any organization? A. Yes.

Q. You made that statement? A. I made that statement. Will you allow me to dilate briefly upon it?

Q. Just a minute, I am simply asking it to call attention to a point? A. I am still of that conviction.

Q. I suppose you are; what position were this company's matters in at that time, what year was that? A. I think that must have been about the end of Mr. Strong's term. When did that terminate?

Q. December 31, 1897? A. It was about the end of his term.

Mr. Clark—When was the service of silver given to you, Mr. Lauterbach; that may fix the date in your mind? A. I think that was about in March, 1897.

Mr. Moss—Now, what was the condition of this company's affairs in March, 1897, or during 1897? A. Well, so far as I had knowledge of it it was going on getting options, having engineering surveys, conferring with capitalists, and doing generally what a corporation would do that was in a condition of evolution.

Q. And isn't it a fact, Mr. Lauterbach, that at that time you had made a proposal on behalf of the Ramapo water company to General Collis, commissioner of public works, which he did not lend a willing ear to? A. No, sir; I never made any communication to him.

Q. Is it not a fact that a proposition had been made to General Collis, on behalf of the Ramapo water company, which he did not accede to? A. If it was, I had no knowledge of it.

Q. General Collis has so stated to me, and I propose to call him as a witness on that point? A. Whatever he states is perfectly true.

The Witness—I can only say I never heard of such a fact, either that I made it or that any one else made it. I think a proposition was made to the city of Brooklyn concerning the Ramapo Water Company in 1896. When was the report filed, December '96 or '97? That was during the term of Mayor Wurster, I think.

Q. It must have been under Schieren, because White was Schieren's commissioner? A. We have a report of the board of aldermen on the last day of the session, first of December, 1897; my impression is Wurster was mayor during the period I knew anything of the application to the city of Brooklyn; Mr. White was the commissioner for some period of time. I don't know; I may be mistaken about that.

Q. Well, the proposition didn't meet with success in the administration when Mr. White was the commissioner of public works; you recollect that, don't you? A. I remember that the report made by the aldermanic committee was to the effect that there was a great dearth of water, and they, I think, commended the

use of the Ramapo company's water; I think so, but I am not sure; but the report was made on the last day of the session and nothing was done. That conversation with Mr. Carroll which I brought out the other day, when he advised me to buy Consolidated Gas, was within the past few months. I did not know that in 1897 a proposition had been made to the city concerning the Ramapo water company. I never heard that a proposition had been made to the city authorities, if it was it was without my knowledge, that any consultation or conference or arrangement was contemplated with the city, it may have been, and may have been done by others, but I never did it, or had any knowledge of it. I have been hoping for years to have a contract between the company and the city of New York, and I still hope it. I think that the company would live without that expectation. I think the company has been expecting that some just arrangement would be made with the municipalities at some time, in respect to the water supply the municipalities would need, and I know of no change. The municipality of the city of New York is the great municipality toward which the hopeful eye is turned. I think that in time, in spite of the present condition, an arrangement will be made with the Ramapo company. I think the city will ultimately use the Ramapo water. I think if you were mayor of the city of New York, and John Proctor Clarke your counsel, and you would look into the merits of this case, you would as a citizen come to the conclusion that that contract ought to be made—a proper contract.

Q. Do you recall the fact that when the company was incorporated in September, 1887, the law required the capital stock should be paid within two years, or else it should be dissolved?

A. I think it was extended in 1888 to make it three years, or what year was it extended?

Mr. Limburger—It was four years; it had been extended by previous acts.

The Witness—I think I saw a certificate, copy of it. And as counsel for the company I have considered the certificate in all

its bearings. And if that certificate states the stock was paid in property, that is my recollection. I don't know what the property was, I never investigated; that was in 1888, fully six years before I was connected with the company, nearly seven. I always mean that every bill with reference to a corporation shall correct all the ills that its flesh is heir to, up to the time of the enactment of the law, but I did not consider that particular phase, or the possibilities of what might be urged against the existence of the corporation, or its youthfulness, so far as I know. Besides Mr. Dutcher and Mr. Jenks, who are present in court, I will give the name of any other director of the company who is now in the city and within reach. Mr. Reuseus is a large stockholder, is a director of the company and, so far as I know, is within reach, on Broadway somewhere. I don't know his first name. Judge Truax is a director. He is in the city. I saw him on the bench this morning, and he is within reach, I should assume. I never saw Mr. Evans, one of the directors who signed the original certificate of the paying in of this capital stock, in my life. I never did, never to my knowledge, I should not know him if he stood before me.

Q. Mr. McAlpine, who signed that certificate is dead; there was one other; have you ever talked with any of the gentlemen who signed the original certificate of the paying in of the capital stock? A. If you will tell me their names I will tell you. I never have discussed the question of the payment of capital stock with anybody. I do not know who was counsel to the company in '87 and '88. I have never talked with Daniel B. Hatch; I don't think I know him. He is not in the company now, so far as I know. Henry M. Blanchard, I don't know him. Josiah G. Chase, I don't know him.

Q. Mr. Lauterbach, if you wanted to find out how the capital stock was paid in, how would you go to work? A. If that question were asked me by a client I should ask him for a fee, and then I should study up the subject very carefully and give him my advice.

Q. You might as well end that up by saying you don't mean to tell? A. Not at all, that is a question that would be asked me professionally.

Q. It is sufficient to say you do not care to tell. Have you examined any titles for the company? A. No, sir. I don't know whether anyone has examined a title for the company so far. I have examined forms of options for the company. No deeds. I have not drawn any deeds to the company. I have not recorded any deeds to the company. No one has to my knowledge. Not that I am aware of. I never saw any deeds that the company has received. I do not know of any money that has been paid into the company at any time for stock or property. I do not know of any real estate the company owns in fee simple. I do not know whether the company has any money. I do not know of the payment of any bills by the company within the last two years. Whenever I have called at the office in Brooklyn—I have been there three or four times—it has always been open. That has been generally by appointment. I don't really recollect whether the company has a special office, with its own sign on the door. The company has never acquired any property in condemnation proceedings. None that I have conducted, and I don't know of any. The company has transacted business that I know of, a great deal. Now, I am just talking hearsay entirely, irrespective of the constant conferences with me, it has employed engineers to my knowledge, both electrical and hydraulic. The electrical engineer has been Mr. Jenks, one of the stockholders. The hydraulic engineer has been Mr. Nostrand, one of the stockholders, and I think, after I have had occasion to consult with them and advise with them during the last two or three years, I should assume they have been pretty steadily at work.

Q. Employed you, one of the stockholders; Mr. Ingraham, one of the stockholders; Mr. Tracy, one of the stockholders, has it employed anybody that is not a stockholder? A. I would not like to answer the question, I don't know anything of its business generally; these gentlemen to whom you have referred are, I believe, stockholders, all of them.

Q. Has the company, so far as you know, ever owned any waters? A. They have only the right to acquire ownership, so far as I know. The right to acquire under options, under conditions. By paying the money they would acquire the property. I don't know whether the company has the actual possession of any waters or pieces of property. I know of none.

Q. Has the company since its incorporation ever sold any waters to any corporations, public or private, or to any individuals? A. I know of none. I would like to qualify my previous answer, when I said I did not know of any business, I know of about eighty-eight options that it has, live options I think. I have a list of them; there is a list, eighty-eight options, which would enable the company to acquire, by the expenditure of a not large sum of money, something like two or three hundred thousand dollars, many sources of water supply. I don't know how much money it paid for these options, in round figures. I don't know whether it has amounted to ten or fifteen dollars an option. The options expire at various times; if you like I will give you a list of the options.

Q. We would like to have it.

Witness—Have you that list of options, Mr. Dutcher?

Mr. Dutcher—I have a list of options in the affidavit of the engineer, I think.

Mr. Moss—That does not state the price; I have that, but the price, as to the amount paid for these options, and when they expire, is what I would like to get. Has the company any indebtedness? A. Not that I know of.

Q. Has it paid its counsel? A. I have never presented any bill since a settlement was made with me in stock. I have presented no bill. I don't know whether there is any money in the corporation to pay any bill. I should assume that its treasurer would have knowledge of the finances of the company. I don't know. The treasurer is Mr. Horace G. Lamont. I have had very few interviews with him. I don't know where Mr. Horace G. Lamont

is; he is the secretary and treasurer. When I say he would have knowledge, I assume the treasurer would have knowledge; there has been nothing in the performance of my official duties as counsel that would cause me to come in contact with the financial officers of the company, or know its financial condition. I have not seen Mr. Lamont, the secretary and treasurer, in a long time. I last saw him, I think, on the occasion when I visited the office last, a year ago, that is my recollection.

Q. Did you find the stock book and other books of the company open for inspection? A. I never have looked for the books, my mission at the office was not as a member of investigating committee.

Q. Mr. Lauterbach, will you not as a matter of fairness, advise Mr. Lamont, the secretary and treasurer of the company, to come here? A. When my advice is asked I will give it.

Q. Your advice is now asked, I ask you will you advise this gentleman to come here, he is an officer of the company, in which you are not only counsel but a stockholder, and a man who has taken the prominent proceedings you have testified to. Now I ask you, will you advise him, or advise the other officers of the company, to produce him here as a witness? A. Whenever the officers of the company advise with me my advice will be given to them. I have had no objection to giving you my privileged communications in reference to things that have taken place, I certainly shall not forecast what I am going to do.

Q. Not as counsel, but as a stockholder of this company and as a matter of fairness, which you have thus far stated you are anxious to help out? A. I think I have demonstrated that.

Q. Will you endeavor to produce Mr. Lamont here as a witness? A. I don't know what I shall advise.

Q. I don't ask you to ask anybody, I am not in that position, I am asking you, as a stockholder of this company, will you endeavor to have Mr. Lamont, the secretary and treasurer of this company, here as a witness? A. I think not.

Q. Is it because you are afraid of the disclosures he might make? A. By no means; it is because——

Q. I am not asking you what it is because? A. By no means.

Q. Is it because you did not want the facts that he might tell to get out upon the record? A. I am perfectly willing they should come out upon the record in a tribunal where facts can be fully developed, where an opportunity to examine and cross-examine exists, and where there is a proper aegis of protection for witnesses.

Q. Then I gather from you that you are not desirous that the secretary and treasurer shall be examined here? A. I have no desire upon the subject. Individually it is entirely immaterial to me what takes place in that respect, what I should advise as counsel is another matter.

Q. With that reason in your mind, on your consultation with your associates in the neighboring State of New Jersey, you did not mean that Mr. Lamont should come within the jurisdiction of this committee, did you? A. That would depend upon the result of a conference with the committee and a clear laying out of the line of examination to be followed, because from my examination this morning—

Q. You are not answering my question. That is a thing which I may as well say to you now is absolutely impossible, the committee and the counsel will not confer in private on a matter of this kind. A. They can confer in public, right here before everybody.

Q. We are conferring. A. Tell what you want.

Q. We want Mr. Lamont to come here and answer fully and fairly all the questions that may be put to him from either side of this question? A. My experience as a witness would not induce me to cause anyone who was not under a subpoena of the court, to subject himself to a process of examination in which the opportunity of cross-examination and proper explanation is not afforded, and in which a witness may leave the stand, as I may now, if I am not permitted a statement in respect to my pro-Tammany statement referred to. A witness is interrogated in such fashion as to do absolute injustice to the situation and not subserve the interests of justice.

The Chairman—I think you are not justified in making such a declaration here, you have not asked for an opportunity of making any statement, and therefore you have not had such an opportunity denied, your not having made that request. A. I have not yet made the request. I left here with the idea that I would use every endeavor to get the stock list, and to find in interviews with newspaper men that that stock list—it is slow in being produced, and people will come to the conclusion there has been reason for the delay, I saw that in the newspaper.

By Mr. Moss—I did not make any such statement.

Witness—I did not think you did, I exonerate you from it. It was in the New York Times of this morning, and I will read it, it will produce the impression to every stockholder that when the stock list is produced it would be looked on with contempt.

Mr. Moss—I have said this, and I will repeat it——

The Witness—I will read this.

Mr. Moss—Never mind that. I did say this, Mr. Lauterbach, what you have attributed to me I never said, but what I now say I have said and say again, that I do not believe that when that stock book is produced it will show all the stockholders of the company? A. I told you that, Mr. Moss.

Q. That is what I base it upon. A. I told you that, there is nothing mysterious about that; but the rest of the statements in the newspapers, and the papers teem with the statements, I do not think I would advise another to appear before this committee, where, under the law, there is no privilege of examination, where counsel is not permitted to open his mouth, where no statement can be made, when witnesses leave this stand with one side of his story, and the other side completely unexplained, I will be foolish to do it. It is in the very nature of things.

Q. You do not mean to say that in the very composition of this committee there is not fairness to all sides? A. They are as fair men as ever drew the breath of life.

The Chairman—It is not necessary to give any endorsement to this committee.

Mr. Moss—I want that on record.

The Witness—Yes, sir; I say that, and say it proudly.

The Chairman—We do not require any such endorsement as that from Mr. Lauterbach or anyone else.

Mr. Moss—It is not for a matter of endorsement, but to draw attention to the fact that the committee as now sitting—it has not always been so—there was a time when it did not so sit, but the committee as now sitting, stands on both sides, if there be two sides, they are covered as far as possible in the committee now sitting.

The Chairman—This discussion is irrelevant and unprofitable, and I suggest we proceed with the examination of this matter.

Mr. Moss—The examination is proceeding, and every question I ask is with a purpose.

The Chairman—Mr. Lauterbach has indicated that it is not his desire or his disposition to bring or produce, or have brought before us the secretary of this company.

Mr. Moss—I am not through on that line, Mr. Chairman, I have my duties and responsibilities here as well as anyone.

Q. Now, Mr. Witness, listen to me if you please? A. I am listening.

Q. If you will not produce willingly, Mr. Lamont here, will you as a stockholder— A. Is this a writ of habeas corpus? He is not in my custody.

Q. Do not interrupt. Will you, as a stockholder, attempt to get here to us the books of the company showing the stockholders? A. I will testify upon any subject connected with the investigation.

Q. Answer the question yes or no, will you do that? A. I will make no affirmative offers to do anything.

Q. Now, inasmuch as you have testified yourself that the stock book will not show all the real stockholders, will you, as a stockholder, make an effort to get for us such records and information from the company, as will show the real stockholders? A. That is impossible, Mr. Moss.

Q. You have answered it? A. You do not understand what you are talking about.

Q. Then, Mr. Lauterbach, that speaks for itself, that is enough. A. The very fact I have spoken of that the records of the company can only be made up upon certificates of stock actually transferred, makes it impossible to know whether the negotiable certificates are in the hands of Tom, Dick or Harry, or not.

Q. I say, so far as you are able? A. There is no one has the ability.

Q. So far as you are able? A. So far as I am able, yes.

Q. You will do that? A. Yes.

Q. When will that be done? A. It is impossible to be done.

Q. When will it be done? A. It is done now.

Q. Where is the list? A. That is not what you asked me.

Q. I am asking you for a schedule of the stockholders? A. You are asking me for a list, where would I find the list to find out who are stockholders, who are not stockholders of record? I tell you I am willing to do so, and at the same time tell you it is impossible to do so.

Q. Produce here the names of all the stockholders you can think of, or can acquire upon consultation with your associates? A. I have spoken upon the subject of the stock list as fully as I intend to speak.

Q. Why are you not willing to give us these important facts? A. I have offered to give them in the way I thought—I have offered to give you a stock list in the way I thought the interests of the company, and the interests of the public, and the interest of this investigation, will be fully subserved, that method was denied. You ask me to do something else, while the company is

the subject of litigation, while there are two proceedings held sub judice at this moment, while other proceedings are contemplated, and you ask me to do that which upon consultation with my clients they have concluded ought not to be done, and I have told you that in compliance with that it will not be done, you have declined to do that which I thought would give you all the information we could have given you, and now you have declined it, we can do no more.

Q. What does your company desire at this time concerning the contract put before the board of public improvements on the 16th of August? A. The contract that was corrected by the corporation counsel?

Q. Yes. A. As far as my consultation with those interested in the company goes, they would not execute the contract as amended by the corporation counsel in respect to the option to take or not take water, if it was presented to the company for execution. That is my best information. It is not accurate, until the board of directors meets and the contract is submitted to them for approval or disapproval.

By the Chairman—What consultation or communication, if any, did you have with any of the city officials in relation to this contract after it was corrected? A. I never saw it. A contract was submitted to them—Mr. Moss has it—to Mr. Holahan, as I am informed by the testimony thereafter it was sent to the Corporation Counsel's office, after that time I never saw it. My connection with the arrangements for the contract ceased in April, I had nothing to do with it since about the middle of April, and since the contract was amended I never saw it until it was published in the newspapers the morning after it was submitted. I did see the original contract submitted to Mr. Holahan. I either drew or assisted in drawing it. It was drafted on the lines of the contract that had been sustained by the General Term of the Appellate Division. That contract was drafted on the line of the Citizens' water contract, I think. I did not know of the Citizens' water contract when it was up

before the board. I never did. I don't know who drew that. I never knew anything of it until I read the litigation as a lawyer. I read the litigation and followed the course of the matter. I really don't know in what part of Montclair Mr. Lamont does live. I don't know whether it is in the Ridgewood part. I don't know whether it is in the Glen Ridge part. I do not mean to say I do not know the house. I do not know the local appellation. I know of no earnings the company has ever earned since its incorporation. I have caused the service upon the owners of property of any notice of filing of maps. I think that was contained in the affidavit of the engineer. That notice was served under the statute and singularly enough in no single instance was there a protest or demand for condemnation by a single property owner, but there were a great many notices served. I don't know where Mr. Nostrand is. He was not at Montclair. I should want to create a proper popular sentiment, and proper appreciation of what I consider one of the most meritorious suggestions that ever was made to a municipality, before the matter is again submitted to the city, but I think the matter will eventually, as I said before, be achieved by us. I wish you would give me ten or fifteen minutes after my examination is over, to state my views of the situation; I will try to make it perfectly clear and inoffensive, and I think it will be cogent and that it should be made. I do not know what is the market price of stock. I have heard no quotations. If you ask my opinion I can state something. I understand that the last ten shares sold, which were openly sold for the purpose of opposition to the company, for a very high price, but that would be no criterion. It is a limited stock, not on any stock exchange, or listed, and simply passed from one hand to another among those who knew of its value, or thought they knew. I do not know whether any officers of the company are receiving salaries.

Q. Do you know that the proposed contract runs for a period longer than the charter life of the company? A. If that were the case it would be really immaterial, the statutory provisions

for an extension of the life time of a charter, under the general statute are most liberal, it merely requires the vote of the board of directors. I did not know the fact; it did not strike me. I think you first called my attention to it, but it would not be a very material fact. I gave no advice on it. None whatever; it could be modified at any time by the filing of a certificate of extension. I mean to say that such a contract as that would be a valid contract, a contract extending five years longer than the apparent lease of life of one of the contracting parties. There have been mortgages made by railroad companies which did not become due until after the expiration of the company's life, and they were held to be valid.

Q. But that was where money had been given on the strength of it? A. The same rule. I think that the contract is not affected legally. I have not advised the corporation that there was any defect in the contract by reason of the fact that its corporate life was not co-extensive with the lifetime of the contract.

The Chairman—I understand that was your draft of the contract, originally, in that form? A. I think it was. I remember consulting as to what would be the minimum time that a mortgage could be made, and I thought the contract should run about the time of the mortgage. I think the company intends to fulfill these options if it does not get the contract. I know that provisions are made to raise the money for that purpose. That was the result of a conference with a gentleman—and for your edification I will say, not Mr. Lamont. I know the money will be forthcoming for the exercise of the options irrespective of any municipal franchise, and if we get no municipal franchise I will predict that within five years you will have the great volume of electrical power in the city of New York furnished by the Ramapo water company. I think the watershed is just as essential for that as for water purposes. I am obtaining these properties for electrical purposes primarily; that is my hobby, that is why I am in it, and Jencks' hobby.

Q. I read from an affidavit of Mr. Dutcher's; do you remember it? A. It was prepared by my associate.

Q. In which proceeding was that? A. Before the Attorney-General.

Q. "I am reasoning that it is desirable that this company should have contracts for the delivery of this water, before the large expenditures necessary for the construction of the works, is made." A. I think it is desirable; I think that is perfectly true; I think we could get along infinitely easier with a contract that should use our surplus water, the financiers would much more readily close a bargain with us if we had a contract of that kind.

Q. Is not that the reason the company has not supplied any water up to the present time, because it has not had any contract with the municipality for the use of water? A. I should think that is so abundant a reason that it may be the reason; I do not know, but I should think so.

Q. Has the company ever paid any State or local taxes? A. We had that subject before the Attorney-General, there were none; we paid our incorporation tax, and since then there has been no tax to pay. No taxes due. I think I supervised the annual reports. I think we corporation lawyers were all a good deal alarmed when the legislation was first suggested that corporations should show absolutely their assets, it was then argued very fully, and the result was the law was enacted so as to permit a certificate to be filed in the form you have mentioned, and I think you will find every certificate is in that form; they give the information to which the public is entitled according to the statute without use of any such information as is misleading.

Q. It would be to furnish the basis for taxation, a basis for possible taxation by an examination by the authorities at Albany. A. The taxation at Albany is based entirely—the tax payable in Albany is based entirely upon earnings at the present time; we have examined the matter very thoroughly and submitted the proof, and there has been no time as yet when the State is entitled to any state tax, because there has been no earnings.

Q. Has the company visible property to the extent of \$5,000?

A. Won't you ask one of the other officers of the company that, I really don't know. I have gone into their office and out and I don't know.

Q. Has the company ever issued any prospectus or circular showing its standing? A. I never saw any, and I never saw any information to the public or appeal to the public of any kind. None has ever been made. Not as far as I know. Effort has been made to cause a sentiment in favor of the company. For years, I think substantially since 1886, the subject of the danger to the city of Brooklyn and to the city of New York, and since the enactment of the Greater New York charter to the Greater New York city, of starvation, or impending starvation by water—of a water famine impending at some time has been considered. An examination of that by Judge Scott, who was an aqueduct commissioner in 1895, and a reading of Cross' report and Birdsall's report, will show that, that it is a situation of affairs that has been especially and actively promoted by the underwriters, by friends of the Ramapo company, and by many who are interested; by all who are interested in that subject, I think there is a general, a general knowledge prevails, that in spite of the dams that are being constructed, in spite of all that is being done, that the volume of water for the city of New York must be increased, and that it ought to be increased by an entirely independent system of water supply, so if any injury should happen to the one that another could be relied upon. That it ought to be plain, pure water, coming from the mountain sources where there is as little business, and prospect of business being carried on, as possible, and that it ought to be brought to the city at a pressure that would enable a fire, such as that which occurred across the street, and which was entirely unmanageable, to be entirely manageable, by having a pressure of its own without the interference of fire engines, which cannot exert the pressure necessary, and I believe every moment, and day by day, that spirit is growing and people will become educated to it, and that a sentiment will be created in this city that an additional water supply must be had as soon

as possible, and then will come the question whether the city ought to contract with a private corporation, as was intended to be done, or whether it should not be owned by the municipality, but I have very strong views on that subject, and it is not the time to enter upon a dissertation. Only a few months ago we could do nothing except contract with a private company, because we were constantly told there were no facilities for issuing bonds. You can issue water bonds entirely independent of the question whether the 10 per cent. is exceeded or not. The statement was made that one company did not have the capacity to furnish 200,000,000 gollons a day, and I have made inquiries, and I am informed that the volume that can be supplied by its entire flow is over 550,000,000 a day. I base that upon the plans now being perfected, upon the acquisition of the Esopus and Catskill creeks, and by tunnelling through, so as to take some water beyond those two sheds, which is an almost trifling expense.

Q. If they should get connection with the Great Lakes or Lake George? A. That is not contemplated, I mean exactly that which is connected with the Esopus and Catskill creeks, and nowhere else, not the Ramapo itself, when I became connected with the company I never thought much of the Ramapo supply. We could get a supply of 200,000,000 gallons from that, I think.

Mr. Moss—I have been desirous of your putting these reasons on record. A. Yes.

Q. You and the company have been promulgating that doctrine? A. Yes, sir; I have promulgated it through officials and underwriters and friends. I believed it, I believed it as a boy born in the city of New York, a Bowery boy, a free academy boy, a common school boy, I believe in New York and I believe New York is in greater danger by reason of the lack of proper water supply than any other source.

Q. How much of the activity of the fire underwriters has been due to the promulgation of that doctrine by the Ramapo people? A. I don't know how far it has been voluntary, or suggested, but the names of these underwriters——

Q. Is not the reason why they are running away from it now because they find they are yielding to sentiment manufactured largely by the Ramapo company? A. My dear Moss, there are a few men in this community, one sits in this chair, but there are mighty few that can stand the scourging and abuse and villification against which they have no redress, that a mistaken public sentiment has voiced. All men are cowards.

Mr. Moss—Now, Mr. Lauterbach, you may make the statement that you desired in evidence, you have the privilege of making it.

The Witness—You mean the statement drawn from me as to what I said on the Tammany subject?

Mr. Moss—Yes.

The Chairman—You stated a little while ago you wanted an opportunity to make such statement as you thought pertinent to this inquiry? A. I want to make one personally about my stating that I preferred rather than to see a hybrid nominee succeed I preferred to have a regular organization, even if it was in opposition to my own organization, succeed in an election.

Q. That did not come out? A. Yes it did, and a very terrible innuendo was put on it by counsel, it was that I made that statement because I loved Tammany so much that I was willing to see it succeed, because if it succeeded I could get my Ramapo business through—which I did not care two figs about. Now I want to say why I believe that a battle between organizations, even if one organization is weaker, is better than to have an amalgamation of undefined elements to elect a mayor and public officers as a result of that combination, and why I said, as I would say again, that rather than have a union between the Republican party and the representatives of undefined elements, instead of running a candidate who was a straight organization candidate, I would prefer a regular opposition to succeed. I will state my reasons, and there is no better exemplification at the outset than the work of this investigation committee.

The Chairman—I suggest you leave that out.

The Witness—You have not the opportunity to criticise now Mr. Dalton as an individual, as you would Mr. Collins as an individual, nor Mr. Van Wyck as an individual, as you would Mr. Strong as an individual, there the individuals could be wrong, and when you attack an individual there is no harm done except to him, but now, when you are making your investigation and your attack, it is not upon the individual but upon the organization with which he is allied, and the strength of the attack of your investigation comes, if it amounts to anything, as perhaps it will—the strength of the result of that investigation comes in the fact that it will be a blow not to the individuals, but a blow at Tammany Hall, and when you elect an organization man to the head of this municipality, and elect the boards of the municipality from the organization, it is that organization and everybody connected with it that is liable and responsible, and will be held blamable and accountable for the acts of every individual. Now, if you upon the other hand elect an individual, responsible to no organization, then your criticism is of individuals, and they will say Brown was not a good fellow, but then Smith and Jones and the rest are all right, and you may investigate and attack and do what you please, and have no success. That is the great reason. The next point why I believe organizations should succeed is that the organization is the root of the great national tree of politics, that the root of political strength lies in the municipality. If you get a strong people united, you can compel and dominate and control and influence them and get credit for what you do. Will not a municipality such as that be more help in the State, and if more help in the State more help in the union? But you get no credit for anything done by an administration allied to no organization, it does not redound to the credit of your party, it never does you any good, it does not help you in the State or nation. Could we, for example, maintain the great party principles of honesty in office and probity of conduct in every respect that the Republican party maintains at Washington, through

Mr. McKinley and that it insists upon, and as fully and absolutely at Albany through Mr. Roosevelt, why should not some credit obtain to the party by the election of an organization man as the Republican candidate in the city of New York as its mayor? That is what I would like to see, and so when I said I preferred that Tammany Hall should be elected rather than that we should enter into an alliance that stripped us of our birthright, and gives us offices we have no title to, I saw what it had done during the Strong administration. I was chairman of the county committee. We put up the best judicial ticket ever put up in 1895. Charley Beaman at its head, the best judiciary ticket ever nominated, and we never got one moment's aid or assistance from any member of the city government, they were all non-partisan, they were not Republicans, we were watching the Republican foe and had Tammany Hall arrayed against us, and in spite of that they only beat us about 17,000 votes, and I would rather have one defeat, and a second defeat, you wouldn't have the third defeat, the third time the Republican party will want a change, and when once they want it they will have it for ever. But if we go on running with this indiscriminate combination of individuals the party will not have strength enough, will not outlive it, and you will have Tammany Hall in power, giving its tremendous support to the Democracy, not only of the city but of the State of New York and of the Union. Who is Mr. Bryan looking to but to Tammany, because it controls this great city, and where would you be as Republicans if you had not renounced Republican principles, you would have the same rule, and I say again, rather than to have the thousands of votes cast by a Citizens' Union, rather than to have an alliance with men who go to Tuxedo on election day, rather than do that I would submit to defeat as a Republican again and again, and I reiterate the doctrine that I prefer to have Tammany Hall succeed, as an adversary, because I can fight it, as I have fought it. The only time the city of New York, and the county as a county gave a vote for a Republican President and for a Republican Governor was under my régime as chairman of the county committee of

the city of New York, and it was because I was a Republican, as I always will be, and not a nondescript.

Mr. Moss—How does it work when the first lieutenant of Tammany comes to you when you are not holding any particular official position, to discuss who should be appointed as police commissioner, and when there is that agreeable relation between the two which leads to the exchange of stock points on the most familiar ground? A. Oh, stock points, am I to resent the acquaintance of an individual or doing of business with him because he belongs to a hostile organization? Am I to ignore Mr. Hoffman because he is a Tammany man. I will dine with him to-night at the Hoffman House. I have done it many times, and do it with pleasure and satisfaction. My social life has nothing to do with political affairs. It is too small to think of, and as to your other question, why did he come to me for the appointment, I presume because I was the champion of bi-partisanship in the police board before the Greater New York commission, and fought it against Theodore Roosevelt and got it incorporated into the charter of the city of New York, and provided that the police board should be bi-partisan, two real Democrats and two real Republicans. I had passed in the Constitutional convention the reorganization of political parties.

Q. You were chairman of the county committee, and what was Mr. Carroll? A. I was not then chairman.

Q. Was he? A. He was sent by Mayor Van Wyck, I think.

Q. Do you know? A. I don't know.

Q. That is the point of the whole thing? A. I don't know who sent him. Mr. Carroll came to me and said, "You are a Republican." He said "We have a vacancy." I said it ought to go to a Brooklyn man. Phillips was a Brooklyn man. He came to me in the convention. The Republican party is constitutionally recognized and the Democratic party is constitutionally recognized. "I come to you as a Republican," (I was not then chairman of the Republican committee) "and I want to know the name of a first rate, honest Republican," I said, "I will give you

the name of as honest, upright and honorable man as ever lived, he is a Republican every inch of him," and I gave him the name of Henry E. Abell, and he went away, where he went or where he came from I don't know, and he was appointed, and it was a very good appointment.

Q. After all the talk we have had and the amount of mental tonic, I ask you to cause, or endeavor to cause to be produced here, either Mr. Lamont or the stock books of the Ramapo company. That is really what we are discussing here, so we may ascertain the stockholders, and will you assist us as far as you can, I mean as far as it is possible for you to go in ascertaining the stockholders who are not of record? A. The latter I am as powerless to do as you are.

Q. You have already given one, I didn't know but you could give more? A. I know myself, of course, I know of no other.

Q. Now, as to the production of the secretary-treasurer and books of the company, what about them? A. I have conferred about the stock books of the company; you ask me to say what I advised, that I decline to do.

Q. Is it not your attitude and the corporation's, to bring these matters out, or is it more your attitude to conceal them? A. What I am going to say, I have said, what further efforts I will make in any direction I can only say that as in the past I have endeavored to assist this committee to the best of my ability, the majority are my party associates, and I want to help them in anything that won't injure the corporation. My first duty is to the corporation, my second to them.

Q. We are not asking you as a favor, we are asking you as the representative of this corporation? A. You cannot ask me as a matter of legal right to take any affirmative action.

Q. We ask you as a member of this corporation, what are you going to do about it? A. I can answer, I can only speak of what I have done. "I have one light," said Patrick Henry, "by which my feet are guided, and that is the light of experience." I can talk of experiences, and of the past, but I cannot talk of the future.

Q. You have complained about the abuse and unfairness of the press in its dealings with the company and with yourself. In view of that unfairness, as you claim, and which very possibly may be the result of a misunderstanding of the fact, I suggest to you that the best way to clear this whole matter up is to bring here the secretary and treasurer of that company, and to bring here the stock book, and go fully and fairly into these things about which insinuations have been made, and it is for that reason I have been talking with you. A. I receive your advice with great pleasure and delight, and will give it that abundant consideration which its merit and wisdom richly deserves.

Q. And you are giving it that consideration now; will you produce anything as the result of the consideration? A. So far there is no change in anything I have said.

SILAS B. DUTCHER, recalled.

I had the subpoena duces tecum served on me the other day. I have not produced the documents under it.

Q. Produce the subpoena please (subpoena produced). "You are further directed to bring with you before said committee all maps, plans and specifications of all aqueducts, conduits, pumps, reservoirs, watersheds, water rights, water ways, buildings, and parcels of land now owned, possessed, or under contract for purchase or possession, or construction, or in course of construction, or intended to be built and constructed by the Ramapo water company, and also all its leases, agreements, options or contracts which are evidence of the right or property of said company in and to the same." I ask you now to produce the maps, plans, specifications, etc., which I have mentioned? A. Those documents are not in my possession. I suppose a portion of them are with the secretary and treasurer, and a portion perhaps, with the engineer; maps were filed in the various counties in which the property is located. I assume the plans and specifications are with the engineer. I think the engineer has copies

of some of them, but as to all of them I am not sure. I think the engineer is in the city, I saw him I think yesterday. I am not aware that there are copies of the plans and specifications. I don't know where the secretary is. I don't recollect of seeing him in the last week or ten days, and I think the last time I saw him was a week ago last Saturday in New Jersey. I don't think I have seen him in New York in the neighborhood of three weeks. I did not go to New Jersey to see him. I didn't expect to see him. I went to New Jersey to see his father. I stopped in New Jersey to see his father on my way to my family.

Q. Charles G. Lamont was the promoter of the company, wasn't he, the father? A. Perhaps he might be termed so, I know nothing about it, until after the organization. I don't know where the secretary's books are. It is not my business as president of the company to know where the books are. The secretary is the custodian. I think he is the custodian of the books, and the man responsible. I have looked for the stock book since this investigation. I did not find it. I looked in the office perhaps three or four times. I have not found it in the office. I don't know whether it is there.

Q. What about the treasurer's books, books of account? A. I assume in his possession somewhere. I don't know whether they are in the office of the company. I don't know whether they are in New Jersey or not. I don't believe they are. I have no reason to believe so. The secretary and treasurer is the same man. His residence, I think, was in this city this year, I am not certain of his address. I think it was well up town, my recollection is on the East side, but I have forgotten the street and number of the house. I have not looked for him in his residence. I have not communicated with him. I have not tried to. Not particularly, no. I have inquired where he was. I don't think his father knew, at the time I inquired, he was on his vacation. I think the books are not in his father's house. I did not look for them there. I did not go through his father's house. I don't think I did ask his father for them when there. I did not ask his father to help me get the books. It has not

alarmed me as the president of the company, that the secretary is not to be found, and that the important books of the company are not to be found. No, sir; I have not been alarmed at all. I can't tell where the options are. I have not, as president, ever had these options in my hands. They would probably be in the custody of the secretary or engineer, I think. I have an office. I do not mean to say the secretary and engineer take these papers around with them, valuable options of the company. I don't mean to say any such thing. I think I have a small safe in the office. I think our office was open yesterday. I don't know who was in charge of it.

Q. Who comprises the office force? A. Well, the secretary is the principal officer. I don't know of any officer who has headquarters at the office except him. I think he has an assistant. Some one who is there in his absence. I think his bother a portion of the time.

Q. The young man to whom Mr. Lauterbach referred that brought in the stock list? A. Perhaps so, I don't know. I did not have that stock list in my hands. I didn't see it. I do not know who brought it up.

Q. Has the company any money? A. You will have to ask the treasurer that question. I cannot answer that question, because I don't know. I can't say where the bank account is. I have never spoken to him about any report the treasurer had made. I say I have never spoken to him. I don't say whether he has made a report or not.

Q. I want you to answer. A. Well, I decline to answer, because I don't think it is a question that is it necessary to answer in connection with this investigation.

Q. Mr. Dutcher, permit me to say that it would seem that the best plan for the officers of this company to pursue at the present time is frankness and fairness. I am asking these questions on this line: you have already testified you don't know whether there is any money, and don't know whether there is any bank account; has the treasurer reported any money on hand? A. I decline to state whether he has reported or not.

I do not recollect any report that the secretary has made. Stock has been issued since I have been president.

Q. How much? A. Do you mean original issue?

Q. I asked if any stock had been issued? A. No, there has been no stock issued; there have been transfers of stock. There have been transfers of stock made since I have been president; can't say how many. The secretary has the report of that. I have seen the transfer book. I saw it in the office of the company. I don't know whether it is there now. I have not looked for it recently.

Q. You were asked to produce all deeds, leases, agreements, options or contracts, have you produced any? A. No, sir.

Q. Why not? A. Because there are none in my custody. I suppose they are in the custody of the secretary. I suppose he has them in some safe place. If Mr. Lamont should suddenly die I should inquire where he kept his records. Inquire of the man in the office, perhaps, inquire of the engineer. I think the engineer has a portion of the records of the office.

Q. And, Mr. Dutcher, you mean seriously to have your company considered as a strong proper party to make this great contract with, when the president does not know where the secretary is, and does not know where the records and papers are, and cannot find them when he looks for them, are you willing to have that go out? A. I am willing to have any statement go out, Mr. Moss, that you seem disposed to make, so far as I am concerned. I am willing to have any statement that I make go out.

Q. And to have the strength and standing of your company measured by your testimony? A. So far as it is requisite.

Q. As to the propriety of making contracts with it, and as to its term of life being continued, are you willing to have all these things rest upon the testimony you are giving here to-day? A. So far as that testimony is requisite.

Q. It has been stated that a portion of the valuable assets of this company consists of the plans and engineering work, you have stated it yourself, the engineering work that has been done

by engineers, where is that work? A. In the possession of the engineer, I assume.

Q. You assume, but where is it, that which makes the stock worth what Mr. Lauterbach said, where is it? A. You must bear in mind I assume the engineer has the result of that work. I have never seen it. Mr. McAlpine was engineer of this company for several years, the most eminent engineers of this day in the country to the time of his death, and I do not recall how many years since he died. I think he was the engineer, as I am assured, from the time of its organization up to the time of his death. From 1887 to the time of his death. I don't recollect the date. From that time Mr. Nostrand, who was his assistant, has been the engineer of the company; he was the assistant of Mr. McAlpine, and that, from the first, is the information that I have received. There was a great deal of engineering work done, and that work I regard and believe is regarded as a part of the construction work, just as putting up a dam or reservoir.

Q. Exactly, if that is such a valuable piece of property, valuable assets of the company, I ask you where it is, the evidence of it? A. I assume the engineer has it at his office. Because it seems to me he is the proper custodian. I have never seen it. He has never reported on it. Not since, I don't recollect any report from the engineer, on the work, further than from time to time with regard to surveys made, he has reported from time to time during my term as president, of surveys and maps filed. I cannot tell how much money my company has expended upon options during the last year. It has taken—I think the engineer's statement is in his affidavit, and that is the best evidence I have, 84 options. I don't know how much they cost in round numbers. I may have an idea. I can't say whether they cost more than ten or fifteen dollars apiece. No resolutions were passed for the drawing of money to pay for those options that I am aware of. I am sure they have been paid for. I am assured by the engineer that they have.

Q. How would he get money for them if there were not resolutions passed? A. Perhaps you better ask him.

Q. No; I am asking the president of the company? A. I do not state, because I am not sure how he got it.

Q. Are moneys paid for these things that do not pass through the regular channels by resolution or drafts on the treasurer? A. I decline to state in regard to that.

Q. Is there anybody privately putting up money for it? A. I decline to state.

Q. You have already stated that there were no resolutions passed, why did you decline to state how the money was raised, and whether some private person was putting up the money for these options, why did you decline when you answered so much, why did you decline the rest? A. Because I do not think it is necessary to this investigation.

By the Chairman:

Q. Don't you think we better judge that instead of you, Mr. Dutcher? A. Well, perhaps so; the treasurer is the proper officer to call.

Q. You are in a position, as the president of this company, and naturally, and quite reasonably, every one has the right to assume you have knowledge in your official capacity of the affairs of that company, and the line of questions that has been presented to you was in connection with your knowledge as an official; now, if this company has been buying options, if it has been conducting business in the usual way in which that is done, certainly some knowledge of that must be with you, as president. That is why you are asked these questions. I understand you to say no action has been taken by the board of directors, or you as president of the company, in connection with these purchases? A. That is true. There has not been any such.

Q. And if any such contracts have been made, or options made, they must necessarily have been made outside of the usual sphere of action of the company or its directors and officers? A. The board of directors, of course, knew that options were being taken, that agreements were being made. I think the engineer has reported. I think he has reported to them as a board, the

same as he has in regard to maps. I was present when these reports were made. I have been present at all times; I think I have rarely missed a meeting. The engineer has made reports to the board of directors that options have been taken, and he has reported in regard to the surveys and maps.

Q. Now, I also understand, from what you have already testified, that no money has been paid out of the company's treasury, or action taken in any formal way by the board of directors, authorizing the payment of any money? A. I stated there had been no action of the board of directors authorizing any payment.

Q. Then it must have been by some individual, and not by the company? A. I do not say it is not so, I simply decline to answer.

Q. That is the conclusion we are forced to reach on reviewing your testimony.

By Mr. Moss:

Q. How many options were taken in 1899? A. I think the bulk of the present options were either taken in 1899, or renewed in 1899. I think the engineer states in his affidavit 84, that is the best evidence I have. I took his statement. I didn't see the options. I don't think I saw more than one or two options at any time.

Q. In the proceedings before the Attorney-General Mr. Nostrand swears to 84 options, and the filing of a large number of maps, they are all given here in this affidavit, and as I understand you now you did not see the options and did not know they were taken, except as they were reported to you? A. I did not see them all. I saw some of them I think. I can't remember now which. I saw them in the office of the company. I don't know whether they are there now. I did not see all of them.

Q. "Silas B. Dutcher being duly sworn deposes and says, I have read the affidavit of Mr. P. Albert Nostrand hereto annexed, and in so far as the matters therein refer to the affairs of this company during my connection with it, I aver of my own knowledge that the same is true." A. Yes.

Q. Now, Mr. Nostrand testifies to the giving of these options,

gives the names of the parties, during this term in which you have been president, and you have sworn you had personal knowledge of it. Now, as you swear you had personal knowledge of this matter, I ask you to state the number of the options and the amount of money that was paid for them. A. I cannot recollect that information fully. I have seen from time to time, as I stated, this report.

Q. And if you have not seen all of these options, how could you swear to this positive affidavit? A. Well, because I believed it correct.

Q. What did you rely upon, what was the foundation? A. From what information I had received. The report from time to time. The engineer's. As to the options taken and the record made.

Q. Then your knowledge was based upon information received from the engineer from time to time, that he had taken options? "I have read the affidavit of Mr. P. Albert Nostrand hereto annexed, and in so far as the matters therein refer to the affairs of this company during my connection with it, I aver of my own knowledge that the same is true." That is an affidavit which has gone in before the Attorney-General, it is always to be presumed that the president knows these things of his own knowledge, and because of your affidavit here I have been asking for your knowledge on these things, and now I call upon you again for the knowledge which you swear you had? A. I cannot get the documents to prove it to you now.

Q. Where are the documents, you didn't have them, you say right here you swore upon information, it is too late now to change that, you did not have the documents? A. Part of the documents.

Q. How could you do that, Mr. Dutcher, how could you make a positive affidavit upon the information of somebody, even not having the documents, how could you do it? It is for this very reason that it is incumbent upon you as the president of this corporation to do what we can ask for with less grace from Mr. Lauterbach, because he had not your responsible position, to

produce here that secretary and these books and that stock list. Now, it is of less consequence to us whether you do that than it is to you, much less consequence. I say to you that I have believed there might be an explanation for all these matters that have been discussed at length in the press, that every man connected with it ought to have an opportunity of telling the whole truth, and everybody in this room will witness that I have with patience and persistence put before yourself and Mr. Lauterbach this opportunity to make these statements which are due to yourself, will you do it? I can take my position whichever way you go, it is small consequence to me? A. Well, sir.

Q. Why will you decline to tell about your treasury report; why will you decline to state whether there is any property in the company; why will you decline to state whether any stock has been transferred recently; why don't you show what has been done? A. It is impossible for me to bring you the stock book.

Q. Assert yourself as president, and call to order your truant secretary who is running around through New York and Jersey with your valuable stock book? A. The secretary is an officer of the board of directors, and is as responsible to them as to me.

Q. He is responsible to the board of directors, of whom you are one, and the executive head, have you heard the reason? A. I have not heard.

Q. How can you hold your position as president, when you cannot enforce as reasonable a mandate as that? A. That is for me——

Q. No doubt it is, but I am putting it to you so plainly that you cannot say you did not have the thought put to you? A. If there are any stockholders, if there is any person you want to know of, as a stockholder of this company, if it is possible to obtain the information, I will readily help to do it.

Q. That isn't it at all, if I can guess the right man, and I hit it right, you will bring it forward? A. I think our counsel handed to you a list of the stockholders.

Q. If you will go so far as that why will you not go further, is it not because you were afraid to go further? A. No, sir; there is no fear.

Q. You create an inference against you? A. The counsel gave you a list of stockholders.

Q. And I supposed that list of stockholders would be brought here to-day by your sanction and Mr. Lauterbach's sanction, the other day, and was taken away to get the approval of two other directors; you further intimated that that approval would be got, and you come here without it; you come here shutting the doors; when you started out it was thought the doors would be open, that section 831 of the code would be thrown away, that everything would be open, and this investigation facilitated, the minute we reach the point; we refused to take the list of stockholders with a string tied to it, we refused to make ourselves party to whatever you have been concerned in, preferring to keep an entirely open and independent attitude, then the doors are all closed. A. Was there any limitation preventing you from summoning any of those stockholders here, and getting any information you could from that stock list?

Q. You know all about it, Mr. Dutcher. Now I ask you, after having put these considerations before you, as a man whose name and reputation have been household words in this community for many years, and I put it thus strongly because I do not like to see you occupying that position; I would rather see you making a full, frank and free statement of this matter, no matter what it affects or who it strikes, rather see you saying I am S. B. Dutcher, I have been occupying the position of president of this company, I have not been conscious of any wrong doing, I have not been conscious of any indirect approaches to anybody, I have not been conscious that any director or officer has been engaged in these things, being the president of this concern, and having unfortunately been linked with the facts set forth, I will take advantage of my position to bring these things out and lay them open to the public, and not let anybody make a contract with me of secrecy; why don't you take such

a position as that? A. I am willing at all times to give any and all information that I believe will help to show clearly the history and results of this company.

Q. What treasurer's reports have been made recently? A. I decline to state that; it is not necessary.

Q. What stock has been transferred during the last year? A. The record would show that, and the secretary has it.

Q. Where is it, produce it? A. Why don't you subpoena the secretary?

Q. Bring him here, Mr. President? A. He is not in my power.

Q. Where is his residence? A. I think Brooklyn.

Q. Don't you know where it is? A. I don't remember; I think the directory will show his residence; I think so. I would not state positively that he resides in Brooklyn. I did not see him at our conference in New Jersey Saturday. I saw him yesterday, I think. Let's see, to-day is Tuesday, I think I—I can't state positively, but I think I saw him. I say yesterday I saw the engineer. I think so. I say he probably has a lot of these documents; did not ask him for them. I had not received the subpoena then. I received the subpoena about three o'clock yesterday afternoon.

Q. There were other documents asked that you should produce in the first subpoena, did you ask him for any of them? A. I don't recollect that I did, because I don't know it is in his possession. It did not occur to me to ask him if they were in his possession. I think I saw Mr. Nostrand yesterday in the forenoon, I think in the early part of the day in my office in Brooklyn. He called there. Did not discuss the affairs of the company to any extent, because I was busy, and did not have much time to talk with him.

The Chairman—I wish you would suspend here.

Mr. Moss—We may as well suspend at this point, because it is evident this witness ought to have some time to get those documents.

The Chairman—We will ask him now to produce those documents to-morrow.

The Witness—If I can get any of them I will very cheerfully bring them, but I don't know where to get them.

Q. Will you make an effort to get them? A. Yes, sir.

Mr. Moss—There is a subpoena calling for their production to-morrow.

The Chairman—We will take you at your word.

By Mr. Moss:

Q. When you write to your secretary, where do you write to him? A. I don't know where to write to him; I wouldn't know where to write to him to-day.

Q. Do you know that that is an astounding statement for the president of a corporation to make, that is expecting the city of New York to violate the principle of municipal ownership and give a \$200,000,000 contract to, the president does not know where to write the secretary who has run away with the book?

A. Why do you say—what reason have you to say he has run away?

Q. Because they are not in the office and you don't know where they are? A. Supposing he has put them in a safe deposit company.

Q. I ask where the safe deposit company is, Mr. Dutcher? A. I don't know.

Q. I ask you if you don not consider it a humiliating position for the president of a corporation to have to take, the company that is asking for such a contract as this? A. We are not asking for a contract.

PART IX, SUPREME COURT, COUNTY COURT HOUSE,

NEW YORK, *September 20, 1899, 10.30 o'clock a. m.*

The committee met pursuant to adjournment.

Present—Mr. Mazet (the chairman), Mr. Wilson, Mr. Costello and Mr. Hoffman.

H. C. M. INGRAHAM, being duly sworn, testified as follows:

Examined by Mr. Moss:

I am one of the stockholders of the Ramapo water company. I am the counsel, I think, of record. Some time in the summer of 1897, I think, I was made counsel. After General Tracy had resigned as president—and he was also counsel of record—after that had occurred, by action of the board I was made counsel. I am the gentleman who spoke to Mr. Dutcher about becoming president in his place. It was at the request of one or more of the directors to me. I have never been informed as to whether there was a resolution passed to that effect or not. I understood that when I made the request I was expressing the request of the board of directors. That had been conveyed to me. I have been in consultation more or less with the president and with the various directors since the proposition was placed before the board of public improvements to supply water to the city of New York. I was requested by the president and by Mr. Lauterbach to go to the meeting or consultation in New Jersey last week, but I had previous to that arranged for spending my Saturday in the country, and I did not see any use in my being present when Mr. Lauterbach and the rest were there, and I asked them to excuse me and did not go. I have never seen the transfer book of stock. There is not a book, separate from the transfer book, called the stock book that I am aware of; and I can make a more general answer, and may be it will answer some questions that you would put to me. I have never seen any of the books of record of the company, that I am aware of. I was not counsel for the com-

pany at the time of the introduction of the bill of 1895, had no connection whatever. Never have been a director.

Q. Who brought you in as counsel? A. I do not know who was the mover of it. I was asked if I would act as counsel. I was asked by Mr. Charles A. Lamont, first of all. He came to my office. I had never seen Mr. Lamont before he came and introduced himself and told me that he had been recommended to call on me for that purpose, and talk with me about it, and I took it into consideration. He said Mr. Edward Lauterbach had recommended him. I think I have met Mr. Lauterbach on one side or the other, in cases, and have been with him, or against him, for thirty years, or twenty-five years, certainly. I was told there were others also who might have been the cause of by coming in that they consulted before. I don't think it is material to you who they were. If you will allow me, I would like to withhold that. They are not officers of the company at all, but outsiders. I presume they are acquaintances of the officers that they wanted to consult with before taking that step. They were not persons in political life that I am aware of. I don't know whether they were stockholders. I don't know that they had any interest in the Ramapo company. I think it would be more likely that the men in the company wanted to get the judgment of others who knew me before taking that step. I look upon that as an entirely personal matter. I do; yes, sir, entirely; and that is why I withhold it. Absolutely disconnected with the Ramapo movement. And disconnected with political life. I have not ever examined any titles for the Ramapo company. I have examined a form of contract for the purchase of property. That is the nearest. I don't think I could tell you what was the form. It is an ordinary form, fixing a limitation to the amount of damages on failure to perform. That is all. That is why it is called an option, I suppose. It is an ordinary form of contract for the purchase of real estate, with a clause in there limiting the amount of damages on the failure to perform the contract. My fullest information as to how many such options have been taken by the company since I have been counsel is from what I have

heard in the testimony here since you have had me here waiting to be examined.

Q. Then you have learned more about these matters, listening here as a spectator and hearer, than you have learned as counsel?

A. As to the number of options that is true. I want to except to your characterization as a spectator. I have been here, this is the fifth day, under subpoena, desiring to have you dispose of me and release me. A compulsory spectator, under your orders; under your process. I hesitate to say positively whether I have had any of those executed options in my hands, but I am not sure. I think I have had one and only one. I suppose those options expire at various times. I cannot tell you within what period. I have heard from Mr. Dutcher, as he was on the stand, that it was Mr. Nostrand's work to obtain the execution of the options. I know nothing about them myself any more than you have been told; and I had nothing to do with it, and never was requested to be connected with it. All I had in connection with that was to pass upon the question as to whether that form was good in law and could be enforced; that is all. I have seen some of the maps. I did pass upon questions in connection with maps. Not any special maps, but the question of maps in general. As to whether it was desirable or not to have those maps in full detail and filed with the county clerk. A mere general question as to whether maps should be in full detail and filed. I have not filed any; I have not seen any on file in any of the county clerks' offices. I have been informed by officers of the company, and Mr. Nostrand, that they were filed. I think I have not seen any checks or drafts of the company. I think I have not ever handled any. I think I have not received any myself.

Q. In other words, your services have not yet been compensated? A. That is not a necessary conclusion.

Q. Well, have they? A. That is another question. Is it necessary for me to answer?

Q. I do not know that I shall urge a lawyer to tell how much compensation he has received; but I want to know, if you received compensation, in what form you received it? A. I do

not care anything about it, except I do not care to go into personal matters. That is all. I have never received any stock from the company as compensation for services or otherwise. I have never received a check from the company. I have received some money in payment. Whether it came from the company or not, I do not know. I received the money from Charles A. Lamont. Whether it came from the company or not I do not know. This was in money. I never have rendered any bill against the company. I am a little slack in that. As a lawyer I need a guardian, perhaps.

Q. Did you draw the contract that was proposed to the board of public improvements? A. A contract was drawn, and, as I understood Mr. Lauterbach, by him or with his superintendence, before I had anything to do with that question of contract. I state this upon hearing his testimony.

By the Chairman:

Q. That was in April. I understand his connection with this was discontinued in April last? A. So I understood him.

Q. And that you succeeded him? A. I did not succeed him. I was counsel to the company all the time. Mr. Lauterbach has been employed as special counsel at different times.

Q. You mean so far as this particular contract was concerned? A. Yes, so far as this particular contract was concerned. I had nothing to do with it, and knew none of the particulars whatever, until April last or May. I suppose it was in April. I was asked then to examine a copy of that contract, which I did; and I thought it desirable that there should be some changes in that contract, and I drafted one in accordance with my own notions of what would be proper between the parties, and submitted it to the board of directors of the Ramapo company. It was approved, and I was instructed to try to have that adopted. I have a copy of it here. Before handing it to you, may I point out a few of the radical differences between that and the one that was prepared by the corporation counsel, so as to make it pointed?

By the Chairman:

Q. Mr. Moss, let me ask a question here. The contract that was submitted to the corporation counsel—did that come from you? A. There were two submitted. One of them came from me.

Q. Was that the one that he amended? A. I do not know. I think it is proper to say he amended both. I think it is more proper to say, perhaps, that he wrote one that was entirely new. I will tell you what Mr. Blandy said before the court last Friday, in the argument at the injunction. He said that that contract which had been left with the corporation counsel by the company was handed to him, and on his examination he thought it was not favorable enough to the city, and that he made such changes as he saw fit; that he had the paper with him, with the changes in his own handwriting pinned upon it.

The Chairman—That is the one we have here.

The Witness—I did not know it had been here; and that that was written and sent by Mr. Whalen to the board of public improvements, with the statement that it was with his approval, and he had found it necessary to make changes and rewrite the contract. That identical paper that he had those slips pinned on to it was the one I prepared, or the one Mr. Lauterbach prepared, I cannot tell. I believe that it was the other, because some of the language which was contained in the contract that was proposed in the board of public works follows the language of Mr. Lauterbach's contract and does not follow mine. I have my contract here.

By Mr. Moss:

Q. Do we understand from you correctly that there were two contracts proposed on behalf of the company, one drawn by you, and one drawn by Mr. Lauterbach, and that both of those went to Mr. Whalen? A. I do.

Q. How did it happen that two contracts dissimilar in language should go from the counsel of the company to the corporation

counsel? A. The fact is all I can tell you. You must draw your own inferences. It was submitted to me in April. I examined it, and thought that there were some things that might better be a little different, in form, at least, from the form that was submitted to me. I wrote out the changes that I proposed, and submitted them to the president, Mr. Dutcher. It was submitted to the board a few days after, at one of their meetings, and approved by the board, I being present and explaining my reasons why I thought that there should be those changes; and that was sent to Mr. Whalen. I took it personally. I know that another form of contract, drawn by Mr. Lauterbach, got into Mr. Whalen's hands because Mr. Whalen had it there at the time and showed it to me at the time I called upon him. That was not my first intimation that Mr. Lauterbach had drawn another contract. I told you that Mr. Lauterbach's contract was submitted to me by the officers of the board for examination, and I proposed a few changes in it.

Q. Was Mr. Lauterbach's contract adopted by the board as well as yours? A. I do not know.

Q. You think, from the phraseology of the document that was presented to the board of public improvements, it was Mr. Lauterbach's contract? A. I do; and I can call your attention to one or two things that makes me think so. They are very insignificant in effect. I mean to show what justifies me in thinking that. Mr. Lauterbach's contract read that, "The said water company shall furnish a bond to the amount of one hundred thousand dollars for the faithful performance of the above agreement." That is the language that is in Mr. Whalen's contract. I changed that by adding these words: "For the faithful performance of the above agreement as to the construction of its works." That not being in Mr. Whalen's, but it being exactly in the language of Mr. Lauterbach, caused me to think that they took his draft and made their amendments upon it, rather than on mine. It is immaterial entirely; but I have explained to you, I think, why I infer it. I am willing to give the contract I drew to you, to use for whatever purposes you please. I would like to state the radical differences

between that and Mr. Whalen's. I have compared them, and as to mere phraseology, without regard to any differences of signification, there are over twenty differences between the two. As to substance, there are four differences. First, in the one that I drew, it is provided that the water shall be delivered from and after the 1st day of July, 1904. I say that is a material difference, because I was told before I drew this, and have been told since, that it would be impossible for the company to construct its works much sooner than that; and in the contract Mr. Whalen has submitted, that period was fixed at 1902, a time that is too short for the company to perform its work.

Q. You understand from your communications with the officers of the company that the period of five years was necessary for the protection of the company? A. I do.

Mr. Moss—That is an important point. In the strictures upon the contract made by Mr. Lauterbach the other day, I do not understand that he said anything about the term.

The Witness—He did not, that I heard; but that is important in my mind, and I put it as one of the essentials. Let me say, if I remember correctly, the period fixed in the draft made by Mr. Lauterbach was 1904; also, in the one submitted by Mr. Lauterbach. There is no conflict between him and myself as to that, or as to our information concerning it.

Mr. Moss—I am reminded by one of my associates that Mr. Lauterbach testified that the contract could have been fulfilled within the three years.

The Witness—I hope he did not. I did not hear any such thing. It was a mistake if he did.

Mr. Moss—The record will show.

The Witness—Yes, sir. The next point of material difference is this: The contract proposed by Mr. Whalen calls for the company's being obliged to furnish 200,000,000 gallons per day during

the period of forty years, leaving it to the discretion of the city as to what portion of the 200,000,000 of gallons, if not at all, it would take. The one that was prepared by me makes it obligatory not only upon the company to deliver 200,000,000 of gallons per day, but for the city to receive and accept and pay for 200,000,000 gallons per day. And that is so material that Mr. Lauterbach was fully justified in what he said, that the company could never accept the contract in the form and substance as proposed by Mr. Whalen. The third point of difference that I think essential is this: That prepared by Mr. Whalen calls for the waters being more pure than what is supplied at present to the borough of Manhattan or the borough of Brooklyn, and that that question may be passed upon at any time during the period of the contract by the department of health of the city alone, without the company having any voice in that matter at all; and by their dictation, as I should suppose, they could at any time say whether or not it is more pure than the water that is now being received by those two boroughs. I think that is too one-sided; that where there is a question as to the inequality it should be open to the proof of facts, rather than to the mere statement of the department; and that differs in that respect from the one I submitted. The fourth point is as to the provision for the company's being subject to the laws in regard to labor that are applicable to municipalities. That was not contained in my contract, and was put in by Mr. Whalen in his.

Mr. Moss—That is going into all the contracts.

The Witness—Let me say this, in response to your suggestion. When I was counsel to the New East River Bridge, I was strenuous that that should be in all contracts there, because the works when completed became the property of the city. In this case the work when completed will not be the property of the city, but the property of the Ramapo company, who expends its money for the performance of that work, and it does not come within the provisions of the statute; and I do not know that it ought to, by contract, be brought within the provisions of the statutes that

are applicable to municipalities alone. These are the four points of essential difference between the two contracts, and I am glad to be able to point them out, because it seems to me it removes almost entirely from this Ramapo company the criticisms that have been made by you and others upon the impossibility of the contract. I am the general counsel, and Mr. Lauterbach is the special counsel. That is the way it stands as a matter of record. I once was before the board of public improvements to speak in behalf of the Ramapo company, at a public hearing. Mr. Holahan presided. That was the first time I had ever seen him, to my knowledge. And the next time that I have ever seen him, or had any communication with him, was in this room since we have both been subpoenaed here as witnesses. I never heard of Mr. Lauterbach's approaches to Mr. Holahan until here.

Q. Is it not strange that you, the general counsel, should not have heard of the efforts made by the special counsel to see the president of the board of public improvements in order to get this matter passed? A. You can judge of that as well as I can. It needs no answer. My relations to this matter, I want you to understand, have been purely business and professional relations, absolutely so.

Q. And whatever may have transpired in what was termed at the hearing by one of the gentlemen, "The laying of pipes," has been outside of your knowledge? A. I do not know what you refer to.

Mr. Moss—I refer to a statement attributed to Mr. Lauterbach, and generally published at the time, that he referred to the hearing there as "the laying of pipes."

The Witness—Mr. Lauterbach is a man of very affluent utterance.

Mr. Moss—So we have discovered.

The Witness (continuing)—And at that public hearing I was asked by Commissioner Shea as to whether the company had yet

purchased its pipes for laying the aqueduct, and I answered it in my sober way; but Mr. Lauterbach followed me and he made a great deal of fun for the company there on the question of pipe laying, taking it metaphorically; that was all there was about that—merely an indulgence in fun.

Q. I judge from your testimony that you had no connection with this Ramapo matter other than the direct connection of counsel, have had no dealings with the president of the board of public improvements, or other city officials, and have had no connection with such matters as Mr. Lauterbach jocularly referred to as the laying of pipes? A. I can't say yes to that, since I think your question presupposes what is not a fact. He at that time, so far as I can judge from his language, did not make any reference to any effort that has been made as what you designate as pipe laying, but simply made a play upon words. I make the statement, then, with that qualification, that I do not think Mr. Lauterbach has ever seriously referred to his making any effort at underground work in this transaction.

Mr. Moss—These practical movements, detailed by Mr. Lauterbach, the special counsel to the company, were entirely without your knowledge and without your sanction? These approaches to the president of the board of public improvements?

The Witness—If you mean without my sanction that I was to a large extent ignorant of them, yes, sir.

Q. You were not informed of them? A. If you mean that, without my sanction I disapproved of it in any way, no.

Q. You did not disapprove of it? A. I don't disapprove of his being employed.

Mr. Moss—I did not say that.

The Witness—That is what you asked me.

Mr. Moss—I said, that he, as special counsel, without consultation with you, did such important work as has been testified to

by himself and Mr. Holahan—without consultation with you, the general counsel, and without your knowledge.

The Witness—That would be an improper question.

Mr. Moss—Well, I am not going to bandy questions or expressions with you.

The Witness—I am glad of that. You relieve me.

Mr. Moss—You have had your opportunity. It was testified by Mr. Lauterbach yesterday that the company had done what it could to create a sentiment in the community. What part did you perform in the creating of that sentiment, if you performed any part—a sentiment in favor of an increased supply of water, a sentiment as to the necessity of greatly increasing the supply of water. What did you do? Anything?

The Witness—I had not ascertained from him what was done by the company in order to accomplish that end; I therefore am absolutely ignorant as to whether I took any part as to what he referred to or not. I have never tried or intentionally taken part in fomenting the public sentiment. I do not know whether the company owns any real estate in fee simple. I suppose it does, but I do not know. I certainly was so informed at one period, a year or more ago, that there was some real estate that they had purchased. Somewhere in the Catskill region. I don't know how much. I don't know how much it cost. I do not know whether it was one piece or two pieces, or more.

Q. Does it own any waters? A. Let me ask you, when a corporation, having a franchise for the acquiring of waters, makes its survey and files its map as to streams, does it become an owner?

Mr. Moss—I think not.

The Witness—Well, if you are right in your opinion I do not know that it owns any water.

Q. Do you doubt the correctness of my opinion? A. I do.

Q. Has your company paid for any waters against which it has filed maps? A. I suppose—I am traveling outside of knowledge. I suppose it has paid on these contracts for the purchase of lands that are covered by the maps. I believe, as a matter of law, the equitable title passes on such a purchase.

Q. It appears from the affidavits filed on behalf of the company before the Attorney-General that a large number of maps have been filed. Maps, it recites, filed away back in 1887. Does the company mean to claim that the filing of maps as far back as 1887, without any actual taking possession under those maps, creates a title in the company? A. The company has never intimated to me what its claim was on such a subject.

Q. Do you say that under such circumstances the company is entitled to the lands against which the map is filed? A. I did mean to say that I thought that in connection with the contracts to purchase the lands covered by the maps there was a title that passed to the company.

Q. Have contracts been taken by the company to purchase land covered by these maps recited in the affidavits? A. I suppose so.

Q. Do you know anything about that, as counsel to the company? I appeal to you as general counsel to the company. You presumably should know these things? A. I told you in the early part of your examination of me that I did not know about those things.

Q. Where are the options or contracts? A. My information is what I heard yesterday from Mr. Dutcher. I know nothing else about it.

Q. Has the company now the actual possession of any waters that you know of? A. I don't know one way or the other.

Q. Has it the actual possession of any real estate that you know of? A. I have told you all I know on that subject.

Q. Has it any aqueducts, or any reservoirs, in actual possession? A. I am informed——

Q. How many options has the company purchased since 1887?

A. I heard Mr. Dutcher's statement to you yesterday. I know nothing else. Nothing different from that.

Q. Has the company ever furnished or supplied anybody with water since its incorporation? A. I don't think that I have heard of it if it has.

Q. Has the company ever run into anything since its incorporation? A. You know my connection with it is very limited.

Q. Well, so far as you know? A. I do not know. I do not know upon how many owners of property notices of filing maps have been served since I have been counsel. I have no information or records at my office or in my possession as counsel that will enable me to state. I have never been requested to perform any professional duty in regard to notices. I have never been informed who has.

Q. Is the company still endeavoring to secure a contract with the city of New York? A. Mr. Lauterbach told you yesterday that he hoped that it would, and expected that it would.

Q. Well, but I ask you if they are endeavoring—if they are taking any steps towards the securing of a contract? A. I only hesitate because I would like to make an answer that would cover it somehow. I do not know of their taking any steps whatever. I suppose the steps that were taken before Comptroller Coler opened upon it, and you and he aroused the public sentiment against it, are still valid and in effect, and I suppose that the board had not yet acted upon the proposition that was before them—before the board of public improvements. As to the efforts that were put forth to check it by injunction, they have been opposed in court, and on Friday the question was argued in court. All such questions, I suppose, will be met as fast as they come up. We are meeting these things as a living company. And a company that means to do business, if it can, certainly; with the firm belief that if we can do business with the city of New York it will be beneficial to us, and to the public—mutually beneficial. I know of no sales of the company's stock since I have been connected with it within the legal definition of knowledge, except my own purchase. I have heard Mr. Dutcher say

that he had purchased stock, and I was consulted recently about the transfer of stock to Mr. William Hearst—I think he has a middle letter—because the certificate was brought to the company without the stamp that the United States requires upon it; and I was consulted as to whether they should recognize it and make the transfer upon their books; and I told him to tell whoever brought it to put on the proper stamp, and then respect it. That is all I think I can tell you in regard to that. I do not know of any transfers of stock, I have no information of any transfers of stock within the last year.

Q. Do you know of any persons who have become stockholders of the company during the past year? A. The only person that has given me any such information is Mr. Dutcher. He told me that he had bought considerable within the past year. He told me that walking over here one morning to this court. I have met the secretary of the company. I left New York for the Pacific coast on the 20th of July, and did not return until this commotion was well under way. That is, I think, on the 28th of August. And I saw Mr. Lamont some time within a month or so before I left, and have never seen him since. I saw him then in the office of the company, in the Arbuckle Building, Brooklyn. I never knew where he lived, and don't know now. Mr. Dutcher says that Mr. Horace G. Lamont is the treasurer of the company. I do not know it, except in that way. I do not doubt it in the least. I simply want to keep within the realm of knowledge, when I answer. In my duties as counsel to the company I suppose that a half dozen or eight consultations with the engineer, Mr. Van Nostrand, would cover all the times that I have ever seen him. The obtaining of the options seems to have been left in his hands. He was present when I was consulted as to the form of that agreement. That is the only time that he has ever been present when anything of that nature was spoken of to me. I have seen him twice in my office that I can recall, and whatever other times I ever saw him was in the office of the company. I understood that he had an office in New York city as a surveyor and civil engineer; but as to his place of residence I have never

heard. I can't remember whereabouts in New York city is his office. He left his card with me once when I had occasion to communicate with him. I do not have occasion to communicate with him as the general counsel to the company. The general counsel to the company has not been burdened with very much of duties. I suppose because the questions of law pertaining to the company have been very thoroughly settled, probably by General Tracy before I came in, and they rely upon the advice that they have received from him.

Q. But the affidavits of Mr. Van Nostrand show that he has been engaged in getting options within the past few months, some 84 options appearing in his affidavit to have been gathered during this year? A. The ticket agent of the New York Central has been engaged in selling tickets and taking in money, he did not have to consult with anybody about that. I think I have had consultation with Mr. Dutcher about the work Mr. Nostrand has been doing. And in that conversation I was not informed about the options—the location and the number of options—that he had secured. I don't think that the question in regard to those was ever brought by him before my mind until this investigation came up. May I call attention to one or two things that I think were misunderstood by you? One is as to the gravity pressure upon the pipes.

Mr. Moss—If that is a discussion upon the form of the contract, I should prefer not at this time.

The Witness—Mr. Chairman, I think in fairness to the company it would be proper for me to call your attention to one or two things that I think will help you to arrive at truths, where I know that the matter now stands clouded with misunderstanding.

Mr. Moss—Just a moment. I would not object, Mr. Chairman, to the discussion of these matters, if the engineer of the company were produced.

The Chairman—That is the point. Let the engineer testify as to those matters. I think he is the most competent person on that subject, and we prefer to have his testimony.

The Witness—So far as I go, I am competent.

The Chairman—Well, I do not think it is best to take that matter up now. We will take it up afterwards.

The Witness—It has been taken up here repeatedly, to the injury of the company.

Mr. Moss—The company is in the position now of having the secretary and engineer in charge of almost everything that is worth looking after and out of the jurisdiction of the committee or unfindable. I do not think they are entitled to any consideration.

The Chairman—What particular matter do you refer to now?

The Witness—I want to say this: That if you will inquire of competent engineers you will find that the waste of force, pressure, by traveling through those pipes for eighty-one miles would not exhaust anything like as much of the force as has been represented here.

The Chairman—On what knowledge do you base that statement?

The Witness—I base it on——

Mr. Moss—I object to this going on the record. We have had the testimony of Mr. Cross on that point, who is an expert engineer, and if the company wants to controvert that opinion it should produce its own engineer. I have great respect for Mr. Ingraham's opinion on questions of law——

The Chairman—He has made the statement, and I want to know on what he bases it.

The Witness—I base it partly on talk with Mr. Nostrand, and partly on talk with Mr. Jenks.

The Chairman—Then we will have him come here and testify.

The Witness—Partly on common sense, that I think I can share with the rest of mankind. Now, a very small pipe would probably destroy all the force of 130 feet——

The Chairman—Oh, I do not think we care to discuss that fact with you, Mr. Ingraham.

The Witness—A very large pipe, infinitely large, would not destroy any——

The Chairman—If the company wants to be set right on that matter let them have the engineer here to explain it. I do not want to be discourteous to you at all, but it seems to me that is the proper way.

The Witness—I do not take it as any discourtesy to me. I think that in fairness to the company which I happen to represent you should take facts wherever you can find them.

Mr. Moss—Produce the engineer.

The Chairman—Is the engineer here?

The Witness—He is not in my pocket. He is not anybody that I can pull out and hand over to you. It is not in my power to produce him.

The Chairman—I presume if it were in the interest of the company you could get him. If it is in the interest of the company you ought to be able to find him.

The Witness—I have large respect for this commission——

The Chairman—Oh, well, that is beside the question.

The Witness—No; I want to say something more; but I should feel that if I brought my friends here and submitted them——

The Chairman—It is not necessary. You need not take that down, Mr. Stenographer. (Referring to a remark made by the witness about Mr. Moss.)

Mr. Moss—Far be it from me to take notice of these playful things that we are having so much of, but it does not do for witnesses in the chair, who represent a corporation created by the State, which is being inquired of by the State to shut up all sources of information and then inveigh at the counsel and covertly through counsel at the committee which is responsible for the counsel.

The Chairman—Yes, I agree with that.

Mr. Moss—There is no force in it.

The Chairman—If they have nothing to fear, let them come here.

Mr. Moss—I reject any insinuations.

The Chairman—If no harm can come to them, why should they hesitate? Why should they conceal or refuse to bring the persons here who have the best knowledge on this subject?

The Witness—I think everybody has come here that you have asked to come.

The Chairman—We have not been able to get the secretary. We have asked to have him come here.

The Witness—I should be just as unable to get him as you are. If your remarks are personal to me they are a reflection upon me.

The Chairman—No, I do not intend them as personal at all. I intended them for the company.

The Witness—If you think I was personal to your counsel, I want to say they are not. He has treated me with absolute courtesy.

By Mr. Hoffman:

The contract I prepared on the part of the Ramapo company and submitted was an absolute contract for the Ramapo company to sell and for the city to purchase 200,000,000 of gallons of water a day, and no less, for a specified time. Absolutely binding upon both sides. The price in my form that I submitted—I left the price blank inasmuch as that was not within my discretion or control. I have a copy of the corrected copy which was sent to the corporation counsel's office, of that memorandum, I suppose. I have gone through it.

Q. In what respect was that portion of the contract which you had drawn corrected by the corporation counsel, in so far as an absolute sale and an absolute purchase was concerned, of water from the Ramapo Company by the city? A. In the one that I drew it called for the company to deliver on every day during forty years from the period in 1904, 200,000,000 of gallons a day, and for the city to accept and receive that amount and pay for it; and in the contract that was drawn by Mr. Whalen, and was presented to the Board of Public Improvements, it differs in this respect: That the city is not under obligation to take that 200,000,000 but can fix the amount at any amount it sees fit, at any time.

Q. In other words, it is an option with the city to take as much of this water, and for as long a time as it desires, and when it does not desire to purchase any more it could stop? A. It was. It was a contract calling upon the Ramapo Company to spend many millions of dollars to bring that water to the borders of New York city, and then for it to say at any time during those forty years that it would not take more than a mere trifling amount.

Q. Was there anything in this contract that the corporation counsel prepared that in anywise prevented the city of New York from, subsequent to the execution of the contract which the cor-

poration counsel prepared, owning and building its own water plant? A. Nothing in the one that was prepared by Mr. Whalen or prepared by me. No effort of any sort has been made by the company or by the corporation counsel to debar the city from its legal rights of going where it pleased at any time, and getting what water it pleased.

Q. I mean especially with reference to the contract which was prepared by Corporation Counsel Whalen. Was there anything in that agreement that would in anywise prevent the city ten years after the execution of that contract, or five years after the execution of that contract, or option, going ahead and procuring its own water supply, if it had the necessary means to do it with? A. I know of nothing there that would prevent it, five minutes afterwards or at any time during the period of forty years.

By the Chairman:

Q. Do you wish to have it understood that that contract means that, as a lawyer? A. I do.

Q. There is a clause in there which qualifies the decision of the commissioner of water supply by stating such amount of water as the city of New York may require. Do you undertake, as a lawyer, to say that after that contract had been gone into by the city the city could say, "This year we want two hundred millions of gallons and next year we want none," although they did require it? Who is to determine that question? Do you think that is a matter of caprice on the part of the commissioner of water supply, to say whether he wanted two hundred millions of gallons or only one million of gallons a year? Do you think any court of equity would sustain any such interpretation of that contract? A. If you will allow me to get that clause——

The Chairman—The fifth clause?

The Witness—The fifth paragraph.

The Chairman—The third or fifth.

The Witness (after reading)—I so understand it, Mr. Chairman. That that contract means such as it may require for this company to deliver from this company. It does not mean to exclude the water that might be received from the Croton. Any supply that is being received.

The Chairman—No, I do not mean that.

The Witness—It leaves it entirely to the judgment of the city to say as to what they require from this company under this contract; and I do not think there is any court of equity that would say, if we were fools enough to enter into such a contract as this, we should have relief in equity.

Q. You do not undertake to say, if at any time within that forty years this city should have the opportunity of making a more favorable contract with any other company, that this contract would prevent such a contract being made, do you? A. I do.

Q. You think so? A. I do. I think it is absolutely valueless to the company.

(The following is a copy of the paper furnished by the witness:)

“Agreement, made this — day of —, 1899, by and between the city of New York, a municipal corporation, by William Dalton, the commissioner of water supply of said corporation (hereinafter called the city of New York) as authorized by chapter 378, sections 415 and 471, laws of 1897, party of the first part, and the Ramapo Water Company, a corporation of the State of New York (hereinafter called the Water Company), party of the second part.

“Whereas, the said water company was duly incorporated on or about the 12th day of September, 1897, under and in pursuance of the act of the Legislature of the State of New York, passed on the 17th day of February, 1848, entitled ‘An act to authorize the formation of corporations for manufacturing, mining, mechanical, or chemical purposes,’ and of the several acts of the said Legislature amendatory thereof; and

“Whereas, the said water company is authorized and empowered by law, and more particularly by the provisions of chapter 985, laws of 1895, entitled ‘An act to limit and define the powers of the Ramapo water company,’ passed on the 11th day of June, 1895, to acquire such lands and waters along the watershed of the Ramapo, and along such other watersheds and their tributaries, as may be suitable for the purpose of accumulating, storing, deducting, selling, furnishing and supplying water for domestic and municipal purposes, to any city, town and village, and may contract with any corporation in this State, public or private, to furnish water for the purposes above mentioned; and

“Whereas, the said water company has proposed to supply the city of New York with pure and wholesome water from streams and lakes and their tributary watersheds in the State of New York, and west of the Hudson river, to be delivered at a pressure at the place of delivery due to an elevation of 300 feet above mean tide level; and

“Whereas, the said city of New York is authorized under the provisions of chapter 985, section 3, laws of 1895, to enter into a contract with said water company to furnish water for domestic and municipal purposes to said city for any length of time that may be advisable; and

“Whereas, the said commissioner of water supply has duly examined into the sources of the water supply so proposed to be furnished by said water company, and has selected the Esopus and its tributary and connecting watersheds, and has determined that water supplied from those sources will be pure and wholesome, and, being drawn from mountainous and rocky areas very sparsely populated, is, and will remain and continue to be free from pollution; and has determined that said water company is duly authorized by law to do whatever may be necessary to enable it to furnish and deliver, at a pressure at the place of delivery due to an elevation of 300 feet above mean tide level, the quantity of pure and wholesome water to the city of New York which the said water company hereinafter agrees to furnish; and

“Whereas, preliminary to the execution of this contract the

provisions of this contract in all its details, in form and substance as herein provided, were submitted to the board of public improvements of the city of New York, and the assent of said board, after such submission to it, was given by resolution to the execution of such proposed contract as so submitted:

“ Now, therefore, this agreement witnesseth, that in consideration of the mutual covenants herein contained, and of one dollar (\$1.00) in hand paid by each party hereto to the other party hereto, the receipt whereof is hereby acknowledged, and in consideration of the construction by the party of the second part of the dams, reservoirs conduits and pipe-lines, necessary to carry out the covenants and conditions of the party of the second part herein contained, the parties hereto have covenanted, promised and agreed, and hereby covenant, promise and agree, the parties of the first part for themselves, their successors and assigns, and the party of the second part for itself, its successors and assigns, as follows:

“ 1. The party of the second part will furnish, supply and deliver, by a gravity system of transportation, at its own cost and expense, pure and wholesome water, to be taken from the mountain streams and lakes west of the Hudson river and in the State of New York, to the parties of the first part, at the time and place, and in the manner, and under the conditions hereinafter specified, and will accept as full compensation therefor the sum of ———— for each and every million gallons of such water, so delivered.

“ 2. The party of the second part hereby covenants and agrees that the water so furnished, supplied and delivered, shall not be drawn from any stream or lake the surface of which is at an elevation of less than four hundred and twenty feet above mean tide level.

“ 3. The party of the second part further covenants and agrees to furnish, supply and deliver to the party of the first part two hundred million (200,000,000) gallons of pure and wholesome water, at a pressure due to an elevation of 300 feet above mean tide level, on and during each and every day for the period of

forty (40) years from and after the first day of July in the year 1904, except as hereinafter otherwise excepted, conditioned and provided; and to deliver such water to the party of the first part at the northern boundary line of the city of New York at the point of intersection thereof with the new Croton aqueduct.

“4. The party of the second part hereby covenants and agrees that it will construct, maintain and operate, all such reservoirs, conduits and pipe-lines, as may be necessary to accumulate, store, furnish, supply and so deliver such water without cost or liability to the party of the first part other than the payment of ———— for each and every million gallons of such water so furnished, supplied or delivered, as herein provided.

“5. The party of the first part, in consideration of the covenants, promises and agreements of the party of the second part herein contained, covenants and agrees to accept and receive two hundred million (200,000,000) gallons of such water so delivered by the party of the second part, on and during each and every day for the period of forty (40) years from and after the first day of July in the year 1904, and the party of the first part hereby covenants and agrees to pay, in regular quarter-annual payments, to the party of the second part, its successors and assigns, the sum of ———— for each and every million gallons of such water so delivered.

“6. The party of the first part agrees to authorize and does hereby authorize, the party of the second part to act as the agent and representative of the city of New York, so far as it may lawfully do so, in doing whatever may be necessary for the fulfillment of this contract, provided and conditioned that the party of the first part shall not incur, or be or become liable for any cost or expenditure on account thereof or in connection therewith.

“7. It is hereby further agreed by said city of New York that if said water company shall be ready to deliver water to said city prior to July 1, 1904, the said city shall and will accept, receive and pay for such water in any quantity to the amount of two hundred million (200,000,000) gallons on and during each and

every day from such time of readiness to deliver, upon the same terms as herein provided for accepting, receiving and paying for such water from and after July 1, 1904.

"8. It is hereby agreed by and between the parties hereto that the time herein fixed for the delivery of such water as herein provided may be deferred, at the option of the party of the second part, for a period equal to the time during which the party of the second part shall be delayed or interefered with in the construction of the works necessary for the delivery of such water, by any injunction or legal proceeding or by strikes of workmen, or by any other cause of delay not within the power of the party of the second part to remedy or overcome.

"9. It is further understood and agreed by and between the parties hereto that the failure to deliver such water or any part thereof, at any time after the commencement of such delivery, caused by an accident or an injury to the works of the party of the second part, shall not invalidate this contract provided such injury, or cause of failure, shall be repaired or removed by the party of the second part as soon as may be practicable, and that the party of the first part shall only pay for the quantity of water delivered.

"10. It is hereby further agreed by and between the parties hereto, that this contract may be modified, altered and amended hereafter, in such manner as the parties may deem to be necessary or desirable.

"The said water company shall furnish a bond to the amount of one hundred thousand dollars (\$100,000) for the faithful performance of the above agreement as to the construction of its works.

"In witness whereof, the parties thereto, by their duly authorized officers, have respectively signed the corporate names of the parties hereto and fixed the corporate seals of the parties hereto, the day and year first above written."

OTIS H. CUTLER, being duly sworn, testified as follows:

Examined by Mr. Moss:

I was a member of the Assembly in the year 1895, and chairman of the committee on internal affairs. To my committee was referred a bill introduced under the title "An act to limit and define the powers of the Ramapo Water Company." I remember the bill. Mr. Nixon introduced it. It was in its original terms restricted to the counties of Rockland and Orange.

Q. It was reported out of your committee, with amendments which extended its powers over the State, according to the Assembly journal, which we introduced the other day, it was brought by you, as chairman of the committee, into the House with those amendments; and we have asked you to come and tell us how those amendments came about? A. This is some time ago and my recollection is rather vague; but my impression is that they were given to the committee by Mr. Lauterbach. I think Mr. Lauterbach appeared before the committee in behalf of the bill and submitted these amendments.

Q. Was there any public hearing upon the bill in your committee, or any private hearing? A. Nothing beyond Mr. Lauterbach's appearance, and I am not positive he appeared. I do not recall any argument that was made in favor of the amendment of the bill. I was not aware until I saw it stated in the papers that there had been any. I had forgotten. It was a matter that attracted very little interest at the time. There was no discussion of the matter that I recall by the members of the Legislature, from the counties of Rockland and Orange, that were affected by it. There was no discussion of the Ramapo company among the members of the Legislature that year that I remember. I made some inquiry at home among people that I thought might be interested in the passage or non-passage of such a bill, and they saw no objection to it.

Q. Did you see any objection to the increasing of the power of this Ramapo company so as to give it the right to take water

all over the State? A. My impression is that a company organized under the general law would have that power would they not?

Q. If they have that general power, was there any special reason for giving it to them in a special act? A. Not that I can recall now. I think, to the best of my recollection, the reason urged in behalf of the bill was that the company had failed to perform certain acts required by law, such as the filing of their annual reports, etc.; that for certain reasons, which I think Mr. Lauterbach gave, they had not entered on their corporate career, to the extent of doing any business, and there might be some doubt, in the event of their beginning condemnation proceedings, say, as to the validity of their charter; that in preference to reincorporating under the general law, they desired to have that defect, if defect existed, removed by this act, and also the privilege of carrying their pipes under navigable streams, which the general law made no provision for.

Q. Then if that were the great purpose of the bill, to have a legislative recognition of the company and wipe out the defects by nonuser, why was not the original bill sufficient for that purpose? A. I do not recall the terms of the original bill, nor the amendments, except as I have looked it over. What I have stated to you is all I can recall about the matter. I cannot remember any approach by any other gentleman, any argument or any statement, by any man, concerning that bill. No, sir; none whatever. I have no recollection of any other argument than that presented by Mr. Lauterbach.

Q. Do you recall any statement as to the reason why this company desired the privilege of going under the navigable waters? A. Their purposes, as I remember it being stated at the time, was to take water from the region lying on the west shore of the Hudson, and supplying it to certain local communities and towns, and also to New York city or Brooklyn, and for that reason they desired to carry their pipes under the Hudson river.

Q. They had in contemplation the supplying of water to the city of New York? A. Well, I don't know whether it was New

York or Brooklyn. My impression is Brooklyn, at the time. Some portion of the present greater city. The members of the internal affairs committee as well as I can remember, were Mr. Clark of Geneva; a Mr. Ryder; Mr. Snyder; Mr. Norton, I think, from Troy. That is about the extent of my recollection. There were eleven members I think.

Q. How were they divided politically?

The Witness—My recollection is that there were eight Republicans and three Democrats.

Mr. Hoffman—Nine and two.

The Witness—Nine and two, Mr. Hoffman says.

Q. Was this bill or amendment introduced by unanimous vote, or was there a division? A. I think there was no division, whatever, in the committee. I do not remember who moved the bill in the committee. It was my duty as chairman to report it, and that report was made by unanimous vote on it. The bill had been in the committee for a considerable time, several weeks, perhaps a month or more. I mean to say the crediting of that report to me in the journal record is due to the fact that I was the chairman of the committee and had to report the conclusions. I can't say as to whether Mr. Lauterbach talked with any other member of the committee. I presume he did. The amendment was brought up in the committee and voted on, and was put into the bill unanimously, so far as my recollection goes. I can recall no objection to the bill in any form at any stage. The bill was voted for unanimously in the Assembly. There was no reason why that bill remained in the committee so long other than a desire on the part of the committee to allow any objections to develop, if they existed; but there being none, after such a period as I spoke of, a month or six weeks, it was brought out. I do not know that it was supposed that there might be objections to it. There was nothing whatever unusual about the holding of that bill in committee, or about its progress. The ordinary course of procedure in committee, as some of the gentlemen are

aware, is, after a bill is received it is placed on the committee calendar and rests there until some hearing is had, if any is asked for, or until some one appears to move the bill. I come from Rockland county.

Q. Is it true, as has been stated, or accredited to Mr. Nixon, that when he introduced the bill it was with the understanding that it would be referred to a committee, a member, or the chairman of which came from the county involved? A. I have no doubt it is true. Mr. Nixon consulted the Speaker in regard to it, he said. I have no doubt that is true. I know nothing about it, however. I did not hear any objection in my county. None was intimated to me in any way. On the other hand, I took pains on my return from Albany, during the time the bill was in the committee, to inquire of several parties—I do not recollect just who, now, except the officers of the local water company—if they saw any objection to it. They told me they did not; and my impression that the bill conveyed no more powers to the company than were obtainable under the general law, was derived largely from those gentlemen. I remember they told me that the bill gave this company, in a general way, no more powers than they possessed, and they had been incorporated under the general act. I did not take any interest whatever in the passage of the bill after it left my committee. I did not watch it at all. I was not aware that it became a law until some considerable time afterwards I saw some reference to it. I did not have any other connection whatever with the bill than that of being chairman of the committee. I do not recall any other gentleman than Mr. Lauterbach having approached me or spoken to me or communicated with me in favor of that bill.

EDWIN EINSTEIN, being duly sworn, testified as follows:

Examined by Mr. Moss:

I was formerly a dock commissioner and served up to the 31st of December, 1897. Pier 1 on the North river is the iron steamboat pier. I think our board left Pier 1, North river, in very good

condition. That was not under my observation particularly, except that it was next to our Pier A, where the officers of the board were.

Mr. Moss—I read in evidence a resolution of the board of docks, taken from the City Record, meeting of February 18, 1898, at page 1035:

“Resolved, In accordance with the powers of section 821 of the charter, the engineer in chief be and is hereby directed to repair Pier (new) 1, North river, together with the shed thereon. Said work to consist of repairing asphalt deck on pier and metallic covering on outside of shed, the roof, gutter, leaders, etc., and thoroughly overhauling and painting the shed and office building both inside and outside, at a cost of about \$17,500, and that all the repairs and other work hereby ordered be performed otherwise than by contract and all the materials necessary for the work and not heretofore contracted for be purchased by the treasurer otherwise than by contract.”

Q. I ask you if you recollect any defects or lack of repair in that pier when you left it, that called for an expenditure of \$17,500?

A. That would not come under my department at all. Our pier was Pier A, where the offices of the commission were, or are, and that would be the only pier that would come directly under my knowledge. That would be under the engineer in chief, Mr. Bensall. He was engineer in chief after I left. During my term Mr. Green was chief engineer.

Mr. Moss—Our correspondence was evidently under a mistake?

The Witness—Yes, sir. You stated the pier.

Mr. Moss—That will do. But so far as you know, and having had officers next to that pier, do you recall any such condition of affairs at Pier 1 as to call for an emergency order of \$17,500?

The Witness—I should hardly think there would be any necessity for an emergency order, yet I am not competent to state.

Mr. Moss—I understand. That is the pier of the Iron Steamboat Company?

The Witness—Yes, sir.

CHARLES H. T. COLLIS, being duly sworn, testified as follows:

Examined by Mr. Moss:

I was formerly commissioner of public works of the city of New York, and my term ended on the 31st of December, 1897. A scheme for an additional supply of water was presented to me in 1896 on behalf Ramapo water company. The argument was made to me for the making of that contract with them: That the city would in a few years be short of water supply; and in that case there was no other source from which water could be obtained but the Ramapo. I understood by the Ramapo sources, at that time, simply then the Ramapo river. I knew nothing of the watershed, or what they proposed to make the watershed. I told the gentleman who called upon me that I would investigate the subject; that his statement was very startling; and I did investigate the subject and named a day in the following week when he could call upon me. I told him I had investigated the subject sufficiently to warrant me in saying that the city was amply supplied with water for many years to come, and I would not consider the Ramapo proposition.

Q. Who was the gentleman who called upon you? A. Well, this whole thing—I forgot the whole thing until this recent investigation; and I am not positive. I am not sufficiently positive about the gentleman to name him here, but the proposition was an honorable one, although a very startling one. It was not Mr. Lauterbach. I will say that emphatically. It was not Mr. Lamont. It was a lawyer purporting to represent the company. I found on that investigation that we had at that day thirty thousand millions of gallons of water in store, a supply of at least one

hundred and fifty days. This storage was distributed, I think, among seven reservoirs. There were Old Boyd's Corners, which had a capacity of twenty-eight hundred million gallons; the Middle Branch reservoir, thirty-five hundred millions of gallons; the Carmel reservoir, ten thousand five hundred millions of gallons; the two Brewsters—upper and lower Brewsters—about nine thousand millions of gallons; Titticus, about seven thousand millions; Amawalk, seven thousand millions of gallons, making about forty thousand millions of gallons, the maximum. During my investigation I found we had thirty-six thousand millions on hand, and we were only using two hundred and thirty millions a day. Then I also told him that we were constructing the Cornell dam, which ought to then have been finished, but the contractors had some fight among themselves and there were delays. I was aqueduct commissioner and of course brought in contact with them. I told him that this Cornell reservoir would be finished in 1901, and it would take a year or fifteen months to fill it by the flow of the Croton river. It would certainly be ready to be drawn upon in 1902, and then we would have seventy-two thousand millions of gallons of water on hand, and that if every man, woman and child in the world came to the Croton watershed one day, we could give them forty gallons of water per head, and have fifty days' supply on hand; and I was not going to consider any other scheme at present. The city of London never has more than eighteen days' supply on hand; the city of Paris about fifteen. We have one hundred and fifty. In giving that computation I left out of my statement the reservoirs in the Bronx and Byram systems. And the reservoir that is being constructed at Jerome Park. And the reservoirs in the Central Park. I am speaking of what I told this gentleman at that time, as I recollect it. Oh, yes, that would increase the amount materially—over nine or ten per cent. There is no larger storage in any other city in the world. Nothing like it on the planet. Every engineer with whom I have talked, who knows anything about water supplies, says there is nothing like it in the world. I was an aqueduct commissioner after Mr. Brookfield's resignation in Novem-

ber, 1895, until the close of my—until December, 1897; two years and a month. The consumption per day in London is one hundred and eighty-two millions. There are five millions and a half people in London; and we consumed two hundred and fifty millions with two millions of people. In Paris I think they use about eighteen gallons per capita, and in London about twenty-five. This great increase can be remedied by looking after the waste. It is absolutely, I think, a question of preventing waste. I think we waste certainly one hundred millions of gallons a day in this city. The pipes downtown have been laid for sixty years. They are worn as thin as a wine glass. I have seen them myself, when excavated for repairs. Worn that way by friction. They were laid there for supplying one man where they are supplying a hundred now; and they are subject to an additional pressure which they are not equal to. There are leaks, I have no doubt—it has been so reported to me—over the whole downtown region, where these old pipes are, and that is constantly percolating into the ground. Then, again, there are forty millions of gallons of water—not an extraordinary estimate at that—at least forty millions of gallons wasted each day in the city of New York by people who let the faucets run at night to prevent freezing. Then the meter system—the law in regard to meters is not carried out. We increased it largely during my administration, owing to the efforts of Mr. Columbus O. Johnson, but only thirty thousand meters—the law requires that every business place should be metered. There would be room for fifty thousand meters. There may be some prejudice against the meters, but the meter cheapens the cost of water. I tried it in my own house while I was commissioner of public works, and when I hermetically sealed the plumbing so that there was no leak, I found I could get the water for which I was paying \$18 for \$12.50; but I had to put my plumbing in perfect condition to secure that result. I think the tearing up of the streets by railroads and the steam companies, and the laying of pipes and the interference with the old pipes of the Croton system, tended to make them deteriorate. When they excavate below a pipe, they have to prop it up, and the weight

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of the water probably disturbs the joints and the calking. Electrolysis is getting to be a very serious problem, too. I have never visited other waters that could be thrown into the Croton system, but my information from the aqueduct engineer, Mr. Fteley, is that there are one hundred square miles north of the Croton which could be made tributary to the Croton supply, and at comparatively little expense, getting the necessary legislation for condemnation. Then it is possible to get a supply of water from the upper Croton which would quadruple the present supply, I think—the upper Croton. Then the upper Hudson, by erecting pumping stations, say ten or fifteen miles north of Poughkeepsie, where you have no brackish water at all, would give you an admirable and pure supply of water; and that could be made to connect with the Croton system.

Q. While you are here I want to ask you a little about asphalt-ing. We had some testimony a while ago, given by a Mr. Rokeby, of the Uvalde Asphalt Company, in which he said very distinctly that he endeavored to compete with the asphalt monopoly, as it has been termed, during your term as a commissioner of public work; that he was shut out from such competition; that a practical monopoly continued under your administration, and that his securing contracts for doing asphalt-ing work for the dock department was simply the breaking up of the monopoly that had been fostered during your administration. I want to ask you, in the first place, why your administration did not put down any asphalt pavement about the docks, or along the water fronts? A. It was not within my jurisdiction. Certain streets around the docks are paved—land under water, for instance; paved by the property owners, or by the city and charged to them. The docks I think——

Q. Is there any special necessity for the asphalt pavements around the docks, where the horses have to pull heavy loads and require something for their feet to take hold of? A. I prefer granite pavement; but if you will give me the exact locality I will tell you if there is any special reason why there should be asphalt pavement.

Mr. Moss—Pier 1.

The Witness—I know of no reason there.

Mr. Moss—The neighborhood of Dey street, the Franklin street ferry, West Twenty-third street ferry?

The Witness—I think where pedestrians have to leave a ferry house and approach cars, it would be well to have some new pavement.

Q. But what about it between the piers, along the exterior street? A. I know of no reason for it.

Q. And your judgment, based upon your experience and upon your business, which I think has taken you into these matters a great deal, is that an asphalt pavement between piers and along the exterior water front would be detrimental rather than beneficial? A. I should think so; for heavy traffic, certainly. When I entered upon the duties of my office I found that the specifications for asphalt pavement were limited. You have asked me to produce the specifications. I have had a search made for it, and owing to the reason of the moving of the public works department, or highway department, to another building, they have not rearranged their papers yet. They are anxious to give it to me. When Mr. Brookfield and I entered the public works department the specifications for asphalt pavement was in these words: "The asphaltum used must be equal in quality to that mined from the pitch lake on the island of Trinidad, specially refined, and brought to a uniform standard of purity and gravity of a quality to be approved by the commissioner of public works." That limited the supply to the Barber Asphalt Company or to persons who should buy from the Barber Asphalt Company. We did find there was dissatisfaction with that limitation, a great deal. To correct it we invited every person who could make an asphalt pavement, everybody in the business, to meet on a day certain, at a certain hour, at our office and have a conference; and we asked them what their grievances were, and had it taken down by a stenographer. I have not got the notes with me, but

the result of that conference was that we changed the specifications, and we made it read, "Equal in quality to the Pitch lake asphalt." The result of that was that we brought in a great many other bidders. I have a statement of the asphalt paving that was done under my administration and that of Mr. Brookfield. There were eight companies, among whom this work was distributed, they being the lowest bidders:

Contractor.	Area, square yards.	Cost, including concrete foundation and new curb.
Asphalt Construction Co.....	110,592	\$361,550 33
Barber Asphalt Paving Co.....	420,940	1,485,364 45
California Asphalt Co.....	251,547	853,980 67
T. Hugh Boorman.....	14,850	42,062 82
Fruin Bambrick Construction Co...	144,394	507,897 41
Metropolitan Asphalt Co.....	35,590	133,135 40
Sicilian Asphalt Paving Co.....	263,028	867,176 61
Warren-Scharf Asphalt Paving Co..	398,545	1,428,230 83

Then there were other firms besides those that made asphalt block pavement. This competition reduced the rates of asphalt paving very materially. Reduced it as against the prices that prevailed before we opened this competition. The reduction averaged sixty cents. In 1895 we reduced the price of asphalt pavement sixty cents per square yard. That was the average for three years. In 1895 we reduced the price forty-three cents a square yard; in 1896 sixty-seven cents a square yard, and in 1897 seventy cents a square yard. The total saving by reduction on our five millions dollars expenditure was \$977,000, I think, or about that. That included the paving of Fifth avenue, which was the most expensive pavement ever laid in New York. It cost about \$4.62 where the average might be \$3. The reason for that was the immense traffic. There are 18,000 vehicles for instance, passing Twenty-fourth street and Fifth avenue every twenty-four hours, excepting Sundays. We found in this competition another company which had a product equally good with the Trinidad. After two years' experience my engineers

and myself personally were of the opinion that the asphalt found at Alcatraz, Santa Barbara county, California, and mined by the California Asphalt Company, Mr. Crimmins' company, was equal, in our opinion, to the Pitch lake. Therefore we made the specifications say "Equal to the Pitch lake or equal to the Alcatraz," so that we were making two standards. We put the Alcatraz in the specifications along with the Trinidad as a standard. Then we had two standards instead of one. This brought another competitor in. I think their names were the Metropolitan Construction Company—two men who were engaged in the general contracting business, and they organized. I think it was the Metropolitan Asphalt Company. They only did 35,000 square yards.

Mr. Moss—Mr. Rokeby complained because in the specifications it restricted the competing company to those who could show a pavement that had stood two years?

The Witness—Yes, sir. I will explain the necessity of that clause. When we came into office we found Eighth avenue, which had been asphalted by parties who had not had any experience, was impassable. It was all full of holes, and it was worse than a granite pavement. If the asphalt was entirely taken off of it and it was exposed (the granite that was underneath it) you could have traveled over it. It was a serious problem, but finally, after consultation with Mayor Strong, we determined that we would advertise for keeping the pavement in repair for ten years—the remaining ten years that the guarantee had to run. We tried to sue out the bonds, but they were straw men. The security amounted to nothing. The layer of the pavement could not be found. It was the Mat-Taylor pavement. So that Mr. Brookfield and I resolved that we would never lay a pavement called the Mat-Taylor, or poultice pavement, unless the contractor could show that he had some experience, because the laying of asphalt pavement requires as much knowledge as the making of sugar. It is one of the most skillful kinds of work we can have.

Q. Mr. Rokeby further said you restricted this term of two years to a pavement in the city of New York? Is that so? A. That is not so. A competitor must show a piece of pavement that had stood two years. Anywhere in the world. Any place in the world which we could reach by cable to get an engineer to examine.

Q. He said he offered to lay a pavement on a certain number of blocks anywhere in the city that you would specify it to be laid, without cost, so as to prove by two years' use that his pavement was good. Do you remember any such proposition? A. He never made any such proposition to me. After I read his testimony, and after you called my attention to it, I went to see him. He did not know me. I asked him if he knew me and he said he did not. I told him who I was; and he said he recollected, he thought, an interview with me, but he had no grievance against me. He thought he had spoken to me about laying the pavement and I had referred him to my engineers. I told him nobody offered to do anything for the city for nothing while I was in office that I didn't accept the proposition at once. He said I referred to the engineers; and although the engineers were willing to give him streets to experiment upon he never could get them to name the streets. That was all he said.

Q. It was not necessary for him to lay pavement in the city of New York? He could point to any place? A. He never had laid pavements. He had laid some footwalks—some sidewalks. If Mr. Rokeby had never laid pavements, I would not consider him a proper competitor for the laying of pavements in the city of New York. Undoubtedly not. I would certainly have shut him out. Shut out anybody that had not something to show that could be certified to by some competent municipal officer or engineer of the city where it was laid. These matters of two years' test, and the details of the specifications, and the samples—the specifications practically as I had them—was the subject of litigation in proceedings brought by a contractor to mandamus me. It was construed by the court, and the court held that it was proper and right.

Q. Mr. Clarke remembered the matter, having handled it, or been connected with it, in the Corporation Counsel's office. It is said that the cost of asphaltting in New York city, under the different administrations, is greater than it is in other cities. What enters into the expense of asphaltting as it is done here?

A. I have seen the prices in New York compared with those of a city like Newark, for instance. Now, every load or wheelbarrow load of excavation that is taken from a street—surplus earth—to make the grade, has to be carted by the contractor to the public dump and taken out to sea. That costs him according to the distance, from forty cents to sixty cents a load; and in the city of Newark contractors get from twenty to thirty cents a load for the privilege of taking the dirt away, by people who want to fill up lots. They are paid for it. Then the re-setting of the curb in New York costs sometimes fourteen cents, and in other cities it costs only five cents. And labor is of course higher in New York. For instance, a dollar and a half; here it is a dollar seventy-five. The contractor does every bit of work. He lifts the original pavement, if it is to be concreted, or resets the old pavement and regrades it. He resets the curb and puts on the cushion and the binder and resurfaces it with asphalt. He does every bit of the work; whereas in some cities he is only doing the asphaltting. The city itself, the municipality, takes the regrading and relaying of the granite pavement, and turning it over. But here we give our contracts out in bulk. The contractor takes the street as he finds it, and turns it over to us a repaved street, with a reset curb. A guarantee of fifteen years goes with the paving, or did when I was commissioner. The length of time before that was, I think, fifteen years.

Q. The length of time in the dock paving contract is five years, is it not? A. I think Mr. Gilroy, when he was commissioner of public works, made it fifteen years. The average price when I left my department per square yard, for asphaltting, with the fifteen-year guarantee was I think about—I should say safely about \$2.85—between \$2.85 and \$3. Possibly I am mistaken there.

Q. What do you say of a charge of \$3 with a guarantee of five years? A. I could not tell or give an opinion unless I knew what the character of the traffic was.

Mr. Moss—On these docks?

The Witness—There is a great deal of heavy traffic on the docks; how much was it?

Mr. Moss—Three dollars per square yard, with a five year guarantee.

The Witness—I should think that was full price.

Q. Is it more than the full price? A. I could not say that. The traffic determines that.

Q. It would be a matter that should be open to public competition in your view? A. I believe in public competition in all cases. Public competition might reduce the price. We always gave it, whether the amount was less than a thousand dollars or not; we always gave it to public competition, if it was capable of being given to public competition.

Q. You have spoken of the reduction in price of asphaltting. I call your attention to a work that was done on the paving of Park avenue from Fifty-fifth street to One Hundredth street, where a granite pavement was removed and an asphalt pavement substituted. What was the allowance by the engineers for that?

The Witness—The estimate, you mean the taking of the surface or hog's back, as we call it, off from the avenue from Fifty-fifth street to One Hundredth street? The engineers, who had plans for it, thought it would cost over a million dollars, I did it for \$239,000. Seventh avenue from One Hundred and Tenth street to McComb's Dam was surfaced with macadam pavement. The board of apportionment allowed us \$82,000, I think, for it, and we did it for \$41,000. The Boulevard from Fifty-ninth street to One Hundred and Twenty-ninth street, the cost of that was \$28,000. I do not remember the estimate. The pavement, with

a guarantee of fifteen years, on Fifth avenue cost \$460,000. These things can be done at a minimum cost, if there is public competition. It requires active, aggressive competition, without combination, to get the best price. I want to say one thing touching this Ramapo matter, that after this proposition was made to me I invited the aqueduct commissioners and Mayor Strong and the heads of departments to go up and look at our water supply, and they came home satisfied that we had an abundance, so that I did not depend on my own judgment only, but took into my confidence the mayor and aqueduct commissioners, and an investigation of the water supply was made, and the mayor took an interest in it; he went up and saw every bit of it. The mayor consulted his commissioners.

Q. And the stand that was taken for the city was that which was decided upon, not only by the commissioners, but the mayor as well? A. I had decided on this myself.

Q. Is it not the fact that every large public matter in the administration of which you were a member, involving the expenditure of large sums of money, or involving the application to the Legislature for legislation to make it possible—is it not a fact that all those matters were matters of consultation and discussion with the mayor, and that the mayor took an active part in all of those things? A. Invariably.

Q. Was any commissioner left to himself, so far as you know, in the divising of great public matters and the providing the means for them, without the interest and the advice and cooperation of the mayor? Do you remember any such thing. A. Certainly not in my department. We always conferred with him. Mr. Birdsall went with me and the mayor on that trip to the watershed.

Q. Did he agree with you gentlemen in your opinion that the watershed was ample? Did he join in the opinion? A. I don't recall Mr. Birdsall saying anything to the contrary.

Q. He did not dissent from you? A. I don't think so. I think we all came home perfectly satisfied that the water supply of New York was admirable and sufficient and exceptional.

By Mr. Hoffman:

A. I assumed office under Mayor Strong's administration February 13, 1895. I acted as deputy commissioner of public works from February 13, 1895 until the first of December, 1895, and as commissioner afterwards to December 31, 1897. As commissioner of public works I had charge of the water supply of the whole city of New York.

Q. And did you ever consider, during the year, or from the time you assumed the commissionership of public works, the question of the adequacy or the inadequacy of the water supply of the whole city of New York? A. When this subject was brought to my attention, that I am speaking of, as the proposition of the Ramapo——

Q. Any other way? A. Visiting it. I visited every part of the Croton watershed at least twelve times during my administration of the public works department. I did, as commissioner of public works, between 1896 and 1897 consider the necessity for the increase of the old city of New York water supply. I think very likely. I did make written communication with reference to it. I do not remember the date of that communication. I think probably those communications were brought to me by Mr. Birdsall, the engineer of the water department, and acted upon by me. In 1895, when the consolidation of Greater New York was being considered by the Legislature, and after the charter had passed both branches—in 1897 I believe it was—I sent a written communication to the Governor—Governor Morton. And in that communication I did discuss the subject of the water supply—of Brooklyn. I think I referred particularly to Brooklyn. I think I do recollect what I said in that communication to Governor Morton in 1897, in relation to the Brooklyn water supply.

The Chairman—Governor Morton was not Governor in 1897.

The Witness—Governor Morton was the executive in whose hands the veto of the charter was. Am I not right about that?

Mr. Hoffman—I think you are in error about that.

The Witness—I think you will find that the letter I addressed was to Governor Morton.

The Chairman—Then it was in 1896.

Mr. Hoffman—That letter was addressed in 1896, to Governor Morton.

The Witness—Yes, sir. I think I told the Governor that an abundance of water could be found in Long Island to supply the city of Brooklyn, but that it was a long distance, and it would require the construction of an aqueduct; but the soil was very good for the construction of such an aqueduct—a soft soil—and it would cost about a million dollars a mile. I computed about seventy miles. So that I thought at that time that to increase the necessary water supply of the old city of Brooklyn, to make it abundant and sufficient, would entail an expense of \$70,000,000. I think I may have also stated in that communication that that did not include an expenditure for condemnation and costs of private water companies. You have got the letter there.

Mr. Hoffman—I show you a copy of the letter.

The Witness—Oh, yes (reading it).

Q. In the Mail and Express. And I ask you to go over that and say whether that is the communication that you addressed to Governor Morton? A. That is right.

Mr. Hoffman—I will ask that that be put in evidence afterwards. I read you from a part of that letter, in which you say: “The present water supply for the city of Brooklyn is, of course, obtained from Long Island, but this supply at present is only available to the extent of 80,000,000 gallons per day, which is entirely inadequate and should be increased at once to at least 250,000,000 gallons per day.” Was that correct?

The Witness—Yes, sir.

Q. Was it increased to that extent prior to your leaving your office? A. I had nothing to do with Brooklyn. I simply wrote this to urge the Governor to veto this consolidation scheme.

Q. You informed yourself as to the water supply, did you not, to some extent in Brooklyn? A. No, sir. I asked Mr. Birdsall for this information. I got all this information from Mr. Birdsall. I did take all my information from Mr. Birdsall as regards the Brooklyn supply. I asked Mr. Birdsall to let me know what the taking over of Brooklyn would cost us in the way of supplying water, and those were his figures. Mr. Birdsall occupied, in my department, when I was there, the position of chief engineer of the Croton aqueduct supply. And as chief engineer he had certain important duties. And I consulted with him always in reference to those matters, and I relied upon whatever he stated to me in reference to matters that were assigned to him. And had implicit confidence in him. And in his judgment.

Q. Did you on the 31st day of December, 1897, make a contract with the Westchester water company to furnish the city by that company with water? A. I think it was earlier than that; a good deal earlier. I think it was earlier in the fall. There may have been a written contract made on the day I went out of office, so that I might be of record, but there was a verbal contract made much earlier in the season. I do not recollect what the price was charged for 100,000,000 gallons in that contract. Mr. Birdsall fixed the price. But if we got nothing for it we could not let those people starve for want of water. I think, while commissioner of public works, I did make a contract on behalf of the city with the city of Yonkers, by which the city of New York pays to the city of Yonkers a certain amount for 100,000,000 gallons of water supplied. I don't recollect the facts. I do not remember the price charged by the city of Yonkers to the city of New York in that contract.

Q. Is it not true that it was \$173.69 for 100,000,000 gallons of water?

The Witness—What year was it in?

Mr. Hoffman—I don't recollect the year. Sometime in 1897.

A. I don't recollect. Mr. Birdsall is sitting here; he can tell you the exact figures. There was such a contract made.

Q. There was such a contract made? A. Yes, sir; I believe so.

Q. You do not remember whether it was \$173 or \$200? A. I don't recollect now.

Q. But you will not dispute the figures of \$173.69 for 100,000,000 gallons of water supplied? A. I am not prepared to dispute it.

Q. So that if in this Ramapo option \$70 had been charged for 100,000,000 gallons of water it surely would not be exorbitant, would it, while the city of New York is paying to the city of Yonkers under a contract made by you on behalf of the city of New York, \$173.69 for the same amount of water? A. That is a hypothetical question which I cannot answer. It would depend entirely upon the varying conditions.

Q. You think that the increase in water, or in the cost of water, would have been to such a large extent from 1897 to 1899? A. I don't know that it did increase.

Q. Was not the question very seriously considered by the Strong administration, of the inadequacy of the water supply of the old city of New York? A. The policy of the aqueduct commissioners, the commendable policy of the aqueduct commissioners, has been always to feel out in all directions for a future supply of water for this great growing city; and beyond that I do not think anything has ever been done. I know that when I was commissioner some legislation was introduced which we hoped to have passed, but it did not pass, appointing a State commissioner to investigate this whole subject, so that we could advisedly act upon it, and it ought to have been done; but there is no fear but that we can delay that for five or ten years. I have no doubt about it.

Q. Notwithstanding you think there is no fear about it, you made a contract with the city of Yonkers to supply the city of

New York with water in 1897? A. I do not know the exact circumstances. Mr. Birdsall will explain that.

Q. Do you remember making a contract in 1897 with the city of Yonkers to sell the city of New York water? A. I won't say what the contract was for. Mr. Birdsall will technically explain it to you.

Q. Assuming that you made such a contract in 1897, with the city of Yonkers to sell water to the city of New York, would you have made that contract unless it was absolutely essential that the city of New York should have additional water supplied to it? A. I don't think it was made because the city of New York wanted an additional supply. They may have wanted an additional supply of water in some particular localities, which Yonkers could supply, and Mr. Birdsall will explain all the technique of that, and why it was done. I did not examine the pipes that were laid, or cause an examination to be made of the mains or pipes connecting the Yonkers company with the New York end so that the water could be properly supplied. I made no examination at all. I don't know anything technically about such things. I left that all to the engineers. I can't lay a water pipe.

Q. You have stated here that every matter that came up under the Strong administration was considered by the mayor? A. I don't think I said it as broadly as that. There was never a matter of grave importance that came up in my department, which we acted upon without conference with the mayor. Under the law under which I was appointed commissioner of public works. I was charged with certain duties. The law charged me with a certain responsibility. I was the commissioner of public works. The mayor was not the commissioner of public works, but I was supposed to fill that position or be equal to it, certainly. It is true that in the expenditure of money under any contract that might be for or on behalf of the city of New York not a dollar could be expended until the mayor and the board of estimate and apportionment had considered the matter and allowed the money, so that every matter would come before the mayor in its proper and regular way as to the appropriation for a particular kind of

work and not as to how the items of that appropriation should be expended. Nor as to the making of the contract. That appropriation could not be carried out by any department of the city of New York, or the money expended, without the board of estimate and apportionment of which the mayor of the city of New York is a member, approving. If they appropriated to me a million dollars for paving with asphalt and a new bidder came in and was the lowest bidder by \$200,000, I would not think of consulting the mayor, and I never did. Unless the money was supplied by the board of estimate and apportionment for the carrying out of any particular work it could not be carried out. So that the mayor and the board of estimate and apportionment are a veto power upon anything that may be done by the head of any department.

Q. What did you do with reference to the stopping of the waste of water underground, during your administration? A. Increased the number of meters. Enforced the meter law.

Q. Anything else? A. Oh, yes; constant repairing under Mr. Birdsall's supervision, of leaks in the water mains, or leaks—I won't say water mains, but wherever there were leaks. There was an appropriation for that, but we could not compel the owners of tenement houses to put their plumbing outside of the frost zone, as they ought to be compelled to by a **building law**. I don't believe there are ten dwelling houses that have been in use in the city of New York for a year that have not got a leaky water supply. Not ten. Everywhere you go you see water dripping, dripping, dropping. It is bad plumbing. And that has been the condition for a number of years. If the pressure was increased double on the water pipes south of Canal street, there is not a bit of plumbing that has been there for ten years that would not break to pieces.

Q. This water that was supplied by the city of Yonkers, and furnished to the city of New York—was not that delivered into private houses? A. I must confess I do not recollect much about the Yonkers business. I know there was a contract, but I don't recollect the details.

Q. You know that under the existing law no water meters can be placed in a private dwelling? A. It is confined to places of business, and there are more than fifty thousand places of business in New York, and only thirty thousand meters. We rattled along as fast as we could. It takes a large force to ascertain who has got them and who has not.

Mr. Moss—While the gentleman is on the stand, I call attention to the exhibit already in the case, the report of Mr. Croes, giving the water flow of the year 1895, the year in which the General examined the supply, as 105,940,000,000 of gallons that year.

The Witness—Average daily?

Mr. Moss—No; I am speaking of the total flow.

The Witness—Of what? There must be some mistake about that.

Mr. Moss—Of the Croton river in millions of gallons—105,940,000,000 of gallons in that year. In the year 1896 it was a hundred and forty-nine thousand one hundred and eighty-one millions. In the year 1897 there was one hundred and fifty-five thousand millions of gallons, showing that the year 1895 was an exceptionally dry year. It was spoken of in Mr. Croes's report as having been a very dry year, and that is the year in which the General made his examination and found water ample for the city of New York.

The Witness—1896, Mr. Moss?

Mr. Moss—1896 was a hundred and forty-nine thousand millions of gallons.

The Witness—Yes, sir.

Mr. Moss—Which was much less than the usual supply.

The Witness—Yes, sir.

Mr. Moss—As to the matter of the Yonkers water, we will inquire into that when Mr. Birdsall is on the stand.

Mr. Hoffman—I would like to have the contract introduced, so that there will be **no question about the amount** paid for. I would like to have this letter of General Collis's to Governor Morton put on the record.

The following is a copy:

“1055 Fifth avenue, New York, April 29, 1896.

“Hon. Levi. P. Morton, Governor of the State of New York:

“My Dear Sir—As a citizen and taxpayer of the city of New York, I desire to express my views in reference to the bill now before you, commonly known as ‘the Greater New York bill.’

“If the bill was one which safely appealed to civic pride from a sentimental point of view, I would unhesitatingly favor its enactment, but it involves questions of such grave moment that I am sure you will avail yourself of all the time given to you by the Constitution to acquaint yourself with the consequences which may result from your affirmative action.

“It is contended that the time has arrived when the several communities embraced in this bill, which are really contiguous (but for the intervening bodies of water), ought naturally to come together into one homogeneous mass, and regulate their municipal affairs under one common system. It is alleged also that this had already been decided at the ballot box, and that from this decree there is no appeal, and the bill now awaiting your action declares, by legislative enactment, that consolidation is a fact, but that the system of government to be applied to it shall be deferred for the consideration of a future legislature.

“SHOULD GET FACTS.

“The question, which in my opinion, presents itself to you is whether so important a decree should be issued in advance of the ascertainment of the facts by which the wisdom or unwisdom of the measure is to be tested. Should investigation de-

velop that the measure is for the general welfare, it will be accepted with complacency, but should the contrary be the result, there can be no step backward. Consolidation once accomplished, there can be no disintegration. Why, therefore, should not the statutory consolidation be postponed until a commission of experts has been afforded ample opportunity to properly inform the law making power upon the subject? To say that this has already been done by a committee of the legislature is to attribute to that body an ability to quickly acquire knowledge which it does not claim for itself. It simply listened to the advocates and remonstrants, but collated no facts whatever.

“The enactment of the statute now under your consideration would, in my judgment, be premature and manifestly unjust to the taxpayers of this city, and no future amendments to this legislation could cure this injustice by attempting to equally distribute the burden of taxation without incurring the charge of unfair discrimination, which would lead to internal local strife and confusion.

“The city of Brooklyn has substantially exhausted her constitutional ability to borrow money—that is, she has reached the ten per cent. limit within less than two millions of dollars, whereas, the city of New York at the present time may incur an indebtedness of over six million dollars and still not exhaust her legal borrowing power. Moreover, while the taxable valuations in the city of Brooklyn do not increase in a ratio equal to the steady increase of her debt, such valuations in the city of New York do increase and keep pace with all drafts upon her credit.

“BROOKLYN.

“An Impartial commission appointed by you in advance of the passage of the Consolidation act would discover, and would report to a legislature awaiting this information, the following facts, among others:

“In the city of Brooklyn there are 460 miles of paved streets, 269 miles of which are paved with cobble stones, and there are 220 miles of streets which are unpaved. This will involve a re-

surfacing of somewhat over five millions of square yards of cobble stone pavement at an expense of say \$2 per square yard, which would amount to ten millions of dollars. Much of the other pavement is in very bad condition, and will require within two years to be re-surfaced, so that it is fair to estimate that at least fifteen millions of dollars will be required to put the streets of Brooklyn in a condition corresponding to those of the city of New York.

"In addition to this, in the outlying districts of the city of Brooklyn there are 480 miles of streets, only 145 miles of which are in a condition to be traveled upon, and only 45 miles in all are paved with macadam. These dirt streets or roads require an annual expenditure of \$400,000 to keep them in repair.

"ROADS AND SEWERS.

"In Long Island there are about three hundred miles of streets in very poor condition, while in Richmond county, where the roads are maintained by the supervisors of the various townships, many of them are impassible and will require an immediate expenditure of money to put them in fair condition and a constant outlay for maintenance.

"In Brooklyn, which has an area of 78 square miles there are 518 miles of sewers in existence, constructed at a cost of \$20,000,000, and 148 miles required to be built at once at an expense of \$5,920,000.

"In Richmond county, containing an area of 57 square miles, there are 32 miles of sewers costing \$960,000, and 424 miles of new sewers are required, which will cost \$12,500,000.

"In Queens county, including Long Island City and the outlying towns, covering an area of 124 square miles, there are only 63 miles of sewers constructed, and there would have to be built 929 miles additional at an expense of \$27,800,000.

"Thus it will be seen that consolidation would involve an expenditure of \$46,220,000 for drainage alone, if these newly acquired localities are to be placed upon the same footing in this respect as the present city of New York.

"It is true that this expenditure would be chargeable upon the abutting property, but the cost thereof would have to be raised in advance by money borrowed upon the credit of the consolidated city, and it is doubtful if these liens could be recovered for many years after filing. It would mean for many people confiscation, and would absolutely exhaust the ability of the consolidated city to increase her bonded debt.

"WATER SUPPLY.

"The present water supply for the city of Brooklyn is, of course, obtained from Long Island, but this supply at present is only available to the extent of 80,000,000 gallons per day, which is entirely inadequate and should be increased at once to at least 250,000,000 gallons per day, and this can only be done by extending the conduits along the south side of Long Island eastward from its present watershed, a distance of 60 miles; but as Long Island affords great natural advantages for storage of water and easy excavations for the laying of pipes, this 60 miles of territory, including the cost of storing, could be covered at, say \$1,000,000 per mile, but when accumulated this water can only be utilized through the agency of pumping stations. At a low estimate, therefore, an adequate supply of water to Brooklyn and the outlying districts would require an expenditure of \$60,000,000 or \$70,000,000, exclusive of expenditure for condemnation and acquisition of private water companies.

"Staten Island at present is entirely dependent upon its water courses and driven wells, but, as population increases, other sources must be relied upon for future supply. This can be obtained only from the head waters of the Raritan and Passaic rivers; the long distance from the sources of the water supply of New York and Brooklyn would preclude the economical carrying of water from either city to Staten Island.

"New York has invested \$72,000,000 in perfecting a superb system of water supply, and is now about to expend additional large sums for the better distribution of it to the lower end of the island, whereas the city of Brooklyn has only invested \$24,000,-

000 in its entire plant, and the other small towns and villages about \$5,000,000.

“Mr. George W. Birdsall, the chief engineer of the Croton aqueduct, estimated that Brooklyn and the other towns will have to expend from three to four times the amount already expended in order to insure an adequate supply for future demands.

“IN WESTCHESTER.

“The city of New York is already confronted by the very serious problem of how to take care of the recently acquired territory to the northward, which is a natural accretion, without embarrassing the owners of the land by assessments made for improvements demanded.

“In 1873 a part of Westchester county of an area of 13,000 acres was annexed to New York city. But by reason of the low value of this land it is only during the past five years that the construction of sewers, regulating and grading, and other necessary city improvements, could be commenced. Last year another 15,000 acres of Westchester county was annexed to this city, and although there exists in that territory a popular demand for all kinds of necessary improvements, it is fair to estimate that values will be entirely wiped out if the demands were acceded to. Bear in mind that upon the affixing of your signature to the bill, every locality in the new territory will assume the right to claim its full share of the revenues without regard to its proportionate contribution thereto; whereas, if an opportunity were afforded to present a scheme of taxation and expenditure in advance of the decree of consolidation, the representatives assembled in Albany would be better able to ascertain the views of their constituents upon the subject, and to determine whether the measure was sufficiently free from complications to warrant its enactment. On the other hand, if consolidation is decreed before such a scheme is presented, the inducement for localities and communities to make concessions for the purpose of accomplishing consolidation will have ceased, and any attempt to impose conditions will lead to political discord.

"It is for these reasons, as a taxpayer of the city of New York, I am of the opinion that the question of consolidation should be deferred until a commission shall present a scheme of government and taxation which will appeal to the intelligence of the Legislature.

"I am, very respectfully,

"Your obedient servant,

"CHARLES H. T. COLLIS."

STEPHEN E. BARTON, being duly sworn, testified as follows:

Examined by Mr. Moss:

I was one of the inspectors of election of the Ramapo water company at its annual election in 1899. I believe that is a matter of record. I am a stockholder.

Mr. Moss—Produce your subpoena, please. "You are further directed to bring before the said committee and produce all proxies and powers of attorney used for the purpose of voting on the election of trustees of the Ramapo water company, at the annual election held February 7, 1899, and also a list of names of all persons who executed such proxies or powers of attorneys to vote at said meeting." Have you produced those papers?

The Witness—No, sir; I have not. I haven't got them. I have no idea whatever where they are. I have not seen them since the election. I left them in the hands of the secretary at the close of the meeting. I would not be positive. I believe Mr. Lamont was the secretary there at the meeting. I have no doubt I gave those proxies to the secretary. I left them in the office. I put them in the hands of the secretary. If Mr. Lamont was not there, it was somebody in his stead who acted. My impression is that Mr. Lamont was there. I was sworn officially. Took my oath. I did examine those proxies; I never have seen them since. I have been in the office of the company since

several times. I am not employed by the company. I am a stockholder. I saw the stockbook which was there. I have not seen it since. It was in the company's office. At the time of the election I think I did see the transfer book. I would not be positive as to whether there were votes taken upon transfers executed during the year 1899. That is a matter of record. I should have to guess at it. I should say fifteen or twenty thousand shares. By how many persons; I should have to make a guess at that. I should say there were a dozen or fifteen persons present at the meeting. I could not answer how many proxies were there. I don't remember. There was not a great many; possibly half a dozen. I could not tell you who executed those proxies. I think I do remember one. A proxy that was given to me myself; a proxy I voted on. Miss Clara Barton, my aunt, gave me that proxy. This occurred on the 7th day of February, this year. I can't give you any other recollection than I have. I have not tried to find out since I was subpoenaed. I only got your subpoena about eleven o'clock, and I came directly here. I don't know William Remsen. Mr. Roussens I know quite well. I don't know where he is. I don't know where he lives. I think he was elected trustee. I don't know whether he lives in New York. I don't know where his residence is. I do know something about William H. B. Pratt. He is a physician in Brooklyn. I don't know where he lives. I don't know where Mr. Hiram H. Lamport lives. I have known him a great many years. I last saw the secretary of the company, I think three or four months ago. I can't be positive. I think the last time I saw him was in Sag Harbor. It was not on business for the company. I took a pleasure trip with him on a yacht. I have no recollection of having seen him since then.

Mr. Moss—I have here a copy of the minutes of that meeting. I will put them in evidence, showing that there were 23 votes, representing 20,415 shares; that the trustees elected for the year were Silas B. Dutcher, William J. Jenks, Charles H. Truax, William Remsen, William H. B. Pratt, Stephen Kelly and Hiram

H. Lamport. The inspectors of election were Stephen E. Barton and H. Murray Lamont.

The Witness—H. Murray Lamont was a brother of the secretary, son of Charles A. Lamont. I do know Charles A. Lamont quite well, and very proud to know him. I did not get my stock from him. My aunt got her stock from me.

Q. Did you buy this in the open market? A. I shall not answer that question.

Q. Do you know Mr. Van Nostrand, the engineer of the company? A. I do. I saw him last a week ago in New York city. I don't know where he lives. I never knew. I don't know that I know where his office is. He was on Second street, some place. I think the company is very much alive, yes, sir. I think you will find the engineer if you will look for him; I have no reason to look for him, and therefore I have no reason to inquire where he is. I am satisfied that my stock is all right, and I am certainly not going to bother about the secretary or treasurer or engineer, even if they are staying out of the reach of the committee. I believe it is a live company. I should do it if I were in their places. I couldn't tell you how many times I have been to the offices of the company within the last year. Half a dozen times, possibly. I don't know how many people are employed there. It does have an office force. I have not found it alone.

GEORGE B. HAMMOND, being recalled and further examined, testified as follows:

Examined by Mr. Moss:

I have charge of the service of subpoenas for the committee, under deputation. I have been trying to secure services of subpoenas upon Charles A. Lamont, Horace G. Lamont and Mr. Van Nostrand for the last two weeks. I think I have had every

man on the staff almost, trying to locate them. I have had a number of men. The first reports we had in regard to the Lamonts were that they were located in the Arbuckle building, on the fifth floor. Their office is comprised of two rooms, and if we went there before twelve o'clock in the morning we would see nobody there and the doors would be locked. That is in Brooklyn, the Arbuckle building, and through inquiries made through the janitor and elevator men of the building we found out they usually come there at twelve o'clock or one o'clock, and stay a little while and are gone. About two days after the first attempt on the Lamonts I got the name of Van Nostrand to serve, and I started a man out on that, and he located him at the same building, the Arbuckle building. The report came that he was in the same office as the Lamonts. The same condition prevailed in his case, he would only come there between twelve and one, or thereabouts, and stay a little while and go. That was the report from the elevator men; yes, sir. That was what was reported to me by the subpoena server. One man got that report, and I thought I would try another one. The same thing with that other subpoena server, and I sent him over; practically the same report came back from him. I cannot find any location or residence for Mr. Van Nostrand in the city of New York—either in Brooklyn or New York. In fact I can't find P. E. Van Nostrand's name at all in the Brooklyn directory. I have looked for him in the county of Rockland. I have been making all the efforts I am able to make to locate the Lamonts and Mr. Van Nostrand for two weeks, night and day. I located the Lamonts in New Jersey. The men have got into the office at certain times, yes, sir. To the best of my recollection they succeeded in getting into the office not over three times, in many visits, and this office was closed and locked. People waiting in the hall. That has been reported to me, people waiting in the hall—having some business with the company and unable to get in there.

WILLIAM C. TRULL, as a witness, being duly sworn, examined by Mr. Moss, testified as follows:

I am one of the counsel of the Ramapo water company in certain litigations in specific matters. I was employed on the 24th of August 1899. I never had any connection with the water company before these matters came up. I was never in consultation with Mr. Lauterbach, either as a business matter or in a friendly way, concerning the Ramapo water company prior to the 23d of August, 1899. I never went to Albany in connection with Mr. Lauterbach, or in any manner that was related to the water company. I never spoke to any member of the Legislature regarding the Ramapo company, or its proposed legislation, never heard of the Ramapo water company until the publication of the article in the New York World, I think that publication was on August 22d. I say I never heard of it, I had heard, years ago, the name Ramapo, but I never had any knowledge of any contract or any legislation, I never heard of the legislation which has been spoken of in the amendment to the charter of 1898, until I was retained to argue the opposition to a motion for an injunction in the Press club suit and the Keator suit. Those are the particular matters I speak of. I have been acquainted with the corporation counsel, Mr. Whalen, twenty-five years. I am not occupying a portion of the offices he formerly occupied. My name is not on his door, on my door. It is not the same suite of offices. My offices and the offices which he occupied have a common entrance, sir, and have had for the last three years, before then they were separated by a hall. They were in the same shape when he occupied the office himself, just previous to his appointment as corporation counsel, I should say for some three months previous. Mr. Whalen occupied a suite of offices on one side of the hall, I occupied a suite of offices on the other side of the hall, Mr. Hill, who is now one of the assistant corporation counsels, was at one time managing clerk of the firm of Devlin, Miller & Trull, of which I was a member. When

Mr. Hill's partner died I asked him to come down and take an office on our floor; he took the office directly at the end of the hall, then the suggestion was made if we could get the landlord to partition that off, that hall, instead of separating us, we would have a common entrance using that hall for the entrance, that was done, and then the names of the persons occupying the suite on one side of the hall, which was Mr. Whalen, and I occupying the suite of offices on the other side of the hall, were put on the door. I have been engaged in public work under the employment or appointment of Mr. Whalen. I was appointed one of the commissioners to examine the bond issues of the outlying districts of the city of New York; my associates were Mr. McClure and Mr. Untermeyer. Those matters were concluded long ago, and another occasion when the question arose as to the power of the mayor to remove the commissioners of the East river bridge, Mr. Moore, who was a member of the commission, was anxious I should argue the case in the Court of Appeals, and I argued that case in the Court of Appeals. Those are the only two occasions. Those are the only two occasions in which I have ever acted since Mr. Whalen has been corporation counsel. You erred in saying on the part of the city, because Mr. Whalen refused to assign me as counsel on the part of the city, and said if the commissioners chose to appoint me they could do it. I have not appeared in any other litigation in which the city was interested. I had no litigations against the city or any department of it. These two matters I have mentioned are all the official relations I have had with the city, or any commission or department of the city. I have never spoken to Mr. Whalen about the Ramapo matters prior to the commencement of these litigations, I have been in consultation with Mr. Blandy, and have casually spoken to Mr. Whalen in regard to the questions involved. That is, I representing one side of the litigation and he the other, had necessary conversations. I think I did say to Mr. Whalen in reference to the Ramapo contract, if they could get the Ramapo company to sign it in its present form it would be worth a million dollars,

in my judgment, to the city of New York, I did make that remark.

Q. That was the criticism on the contract from the company's standpoint? A. It was not a criticism on the contract, it was only—it would be good for the interests of the city.

GEORGE W. BIRDSALL recalled.

By Mr. Moss:

I have been connected with the Croton water system since January 1, 1872, and I am now the chief engineer of the department of water supply.

Q. You stated the other day in response to a question that you did not see the Ramapo contract until it came up in the board of public improvements? A. I did not see the original draft. I saw the corrected draft in the office of the corporation counsel.

Q. I understood you to say you had not seen the contract; the question was not limited in any way? A. I understood it, because I thought you had in your hand the original draft, you and the commissioner had been sparring as to what was the original draft, and what was the other, and I concluded that was the original draft you were talking about. I did see the contract as specified by Mr. Holahan just before it went to the board of public improvements. I was never asked about the advisability of the city entering into that contract. I did not give an opinion in favor of the city entering into that contract.

Q. Did you take any part in the discussion? A. I was asked several engineering questions in regard to it. First, whether the 200,000,000 gallons could be obtained from the Esopus region, which I answered in the affirmative; whether the project as projected of laying pipes could be brought to New York at an elevation of 300 feet above tide level. I told them yes. I was asked whether all the water was necessary at once. I told them no; that we wanted 50,000,000 gallons of it for the Bronx region immediately, and the other would be wanted as preparations for

distribution could be made to carry it to Brooklyn. Those were the only questions upon which my opinion was asked generally. I had not been consulted before that. I will say this, I had seen the commissioner's report on the advisability of it; I furnished more or less of the figures. I was asked to furnish those figures by the commissioner and his clerks, etc. Those were the reasons assigned by Mr. Dalton for the making of the contract I refer to. I based my opinion that the Esopus region would supply 200,000,000 gallons of water a day upon my knowledge of the same. I have known it ever since I was a boy; I have been there several times on private business, and I was there with the engineers of the Ramapo company last fall sometime. I spent there last fall three days. I was not shown any reservoirs or pipe lines in actual existence. I was simply shown the sites of reservoirs. I think I was shown three reservoir sites at an elevation of 450 feet or more. I can't tell what would be their capacity. I did not figure how many sites, or rather reservoir sites, there were at an elevation of 300 feet. The lowest in height was about 420 feet. From my knowledge of the region I should say you could build twelve or fourteen at 420 or over. Their storage capacity would be somewhere about thirty thousand million. That would last about 150 days at 200,000,000. The Esopus alone would supply these reservoirs. The Esopus would supply 200,000,000 gallons a day. That is the regular supply of the stream as near as I can get at it. I place my opinion contrary to the opinion of the gentleman who made examinations for the comptroller.

Q. Did you give these opinions to the city officials before the contract was drawn, or to any officials of the city? A. I gave it to some of the engineers, I don't remember which one it was. I told them we would have to go to the Esopus watershed eventually for water.

Q. You don't think then that the unused watershed north of the Croton or any of those plans that had been laid out in the former works of your department is sufficient? A. They would have to be called upon also. I am looking, say twenty-five years ahead.

Q. Do you say you favor going to the Esopus before the additional watershed north of the Croton is exhausted? A. That will depend upon legal difficulties.

Q. Do you say that, did you advise them to develop the Croton water supply to its fullest capacity, taking in all the streams that are not used now, and reaching for those sources of supply that are comparatively near to the city, did you advocate going to the Esopus before that was done? A. The question was in regard to elevation, whether we should fetch it here at a low elevation and pump up all the water, or whether we should go where we could get it at a higher elevation. The question was one of pressure. I understand the question of pressure is the controlling question at this time in New York city to a certain extent, and Brooklyn almost entirely. And in order to get pressure from the available sources there would have to be pumping and elevation. The question was between pumping and elevation on the one side, and natural elevation on the other. I think I made the statement, that it would require at the upper end of the city a pressure of at least 300 feet above high tide. That has been stated to be equivalent to 129 pounds to the square inch at the river level. That is true. It was intended to have this water used in the city, this water under that pressure in the upper portion of the Bronx, higher portion of the Bronx, and the higher portions of the north end of Manhattan island, and in the boroughs of Brooklyn and Queens.

Q. Who stated to you that was the intention? A. I thought you asked me if that was my intention.

Q. No, I asked what was the intention, and you have just stated what was the intention, now whose intention was that? A. I told the commissioner of public works some six months ago, yes, nine months ago, when we were starting the new pumping plant at Jerome Park reservoir, that we would require for the two boroughs 250,000,000 gallons a day at that level, or else we would have to pump it. As the chief engineer of the department, the one primarily in charge of these matters, I figured upon the use of that water in the districts I have mentioned. In those calcula-

tions I left out of consideration the part of the borough of Manhattan in which I am now sitting, simply because it is already supplied from present sources. It gradually is being supplied with pressure. Not with a pressure equal to 300 feet at high tide level.

Q. Don't you know, Mr. Birdsall, that the pressure—speaking of another kind of pressure—that was brought up by the fire underwriters' committee that generally that was upon the supposed needs in the business part of New York city, for a pressure that would send the water over the buildings without fire engines? A. I have seen it.

Q. But that would not be got by this system, would it? A. Not by 200,000,000 gallons a day, no, sir.

Q. You would use that up? A. Not quite entirely.

Q. Then how does this proposition under this contract in any way tend to relieve the needs of the city of New York as stated by the fire underwriters? A. Allow us to take a certain portion of the water now used up above, and send it down here at a higher pressure than it is now delivered. I would get that pressure by opening up our gates. There is such height as 300 feet in the tower at High Bridge. That would have to be pumped certainly. That would be depending upon pumping again. You can always get pressure by pumping, get pressure from the surface water in Brooklyn by pumping.

Q. You stated, as I understood it, you would not use the Ramapo water in the lower end of the city, but would use it in the upper sections and in the annexed districts, the pipes now in the business section of the city would not stand the pressure necessary to get the water up to the top of these tall buildings, the water is to be kept in the upper part of the city where it is needed, is that true? A. Not only the pipes, but much of the plumbing in the buildings would not stand that pressure down town.

Q. Then, even with the possibility of getting pressure by pumping, it would not do to give that pressure down here? A. Not the full amount, no; we could double our pressure down here.

The pipes down here would stand twenty-five pounds more pressure than they have now. They have now on an average of about thirty. They would only stand about fifty-five pounds.

Q. Do you believe these statements that have been made about the large amount of underground leakage? A. I know better. I know it is not so.

Q. Why should the city of New York be free from that difficulty when all the other large cities that have been examined have shown it, what is there about New York? A. There is a certain amount of leaks that way, but it is not any fifty per cent., nor any twenty-five per cent., not any ten per cent., it is less than five per cent.

Q. That would be a proportion much less than any other city which has been examined has shown? A. I don't think it.

Q. Much less than the city of Liverpool? A. No, sir.

Q. The statement I have here is in the form of a diagram, which it is difficult to question from, but it is summarized in the thirteenth page of this pamphlet: "The assumption that the condition of New York water mains is not better than was the condition of the Liverpool mains before they were subjected to inspection by the Deacon method is not a violent assumption. The great age in many of our water mains, the enormous number of excavations made near the mains, the presence in the soil under many streets of at least one pipe system which creates conditions favorable to the leaks, the inherent probability that mains laid under the political conditions which prevailed before 1895 were poorly laid—all these combine to produce reasonable certainty that our system of water pipes, which has not been tested, is not in better condition than those of Liverpool and other English cities."? A. I still make this statement, that all of the pipes in the lower portion of the city, which are subject to salt water, have been replaced largely by larger mains, that more than one-half of the mains in the city of New York have been laid under my direct supervision, the mains used are heavier and will stand more pressure than those used in most European cities.

Q. Now, Mr. Birdsall, do you believe that it is in the interest of the city that this contract or a similar contract with the Ramapo company should be made? You who have been in the department so long and know the exigencies and the probabilities? A. I decline to answer the question.

Q. Why? A. Simply because I am not called upon to answer.

Q. Mr. Birdsall, you have made your answer to that question and I will not ask you another question, let it stand so.

Mr. Hoffman—Don't you believe that is a proper question, that calls for a proper answer? A. I will state, as I said here before, I am not an expert before this commission.

The Chairman—Where did you get your education, Mr. Birdsall, as an engineer? A. That is my private business, sir.

Q. Are you a graduate of any college? A. That is my private business, sir.

Mr. Moss—This is an employee of the city.

The Chairman—I understand.

The Witness—I have been before the city for twenty-seven years.

By Mr. Hoffman—I did advise, if it were possible, to procure an additional water supply for the city of New York. I advised the commissioner of water supply. Commissioner Dalton. I talked with him in relation to that particular subject ever since my first quarterly report in March or April, 1898. I believed at that time it was absolutely essential and necessary for the city of New York to have additional water. For future use more especially. I so informed Commissioner Dalton. There was not a talk at any time between me and Commissioner Dalton with relation to the obtaining of this particular water. I don't think there was any conversation at any time between me and Commissioner Dalton with regard to the price—the reasonable price per 100,000,000 gallons of water a day. I have given him data

as to the cost in Brooklyn and cost in New York. The cost in Brooklyn was about \$73 a million gallons. The cost in the old city of New York was about \$60. I did not have any conversation whatsoever in relation to the Ramapo proposition with Commissioner Dalton. None whatever. All I did was to advise him that it was an essential and necessary thing to get an additional quantity of water and get it as soon as possible. I informed him they would require 250,000,000 a day within five years, and that it would take that long to get it and distribute it. There was conversation between me and Commissioner Dalton, Mr. Birdsall, at the time we went up the Esopus creek inspecting the Ramapo system in relation to the quality of water and height of the dam and quantity to be obtained. He did not say then it was contemplated to obtain water from the Ramapo system.

Q. Did he say anything about why you were to go up there with him? A. They had had a hearing before the board of public improvements, and as an outcome of that hearing I don't know whether he made the arrangements or who did, but he asked me to go up there with him. I was present at the hearing before the board of public improvements. That occurred some time last fall, or not last fall, I guess it was in the summer. I do recall the persons that appeared before the board of public improvements upon that subject, generally, yes. Mr. Dutcher, one or two representatives from the fire underwriters, one or two of their engineers, and lastly Mr. Lauterbach.

Q. Then you did know, did you not, from that meeting and from your visit to the Ramapo system in the Catskills, that the question of obtaining an additional water supply was then under consideration by the commissioners? A. I knew it had been presented to the commissioner and to the board of public improvements.

The Chairman—What did you do to ascertain the capacity of the Esopus? A. As I told the counsel, I had known it since I was a boy, I had been there on private business in another way, so I knew the region very thoroughly.

Q. As a boy did you know the capacity of the Esopus valley?

A. I knew its capacity as a stream for power.

Q. For power, how about quantity of water? A. The quantity of water is a large element in finding out the power of the stream. It is one of the controlling elements; if there was no water the elevation wouldn't do any good. If there was no elevation there wouldn't be any power either.

By Mr. Hoffman—I understood you to say the city would eventually have to go to the Ramapo system for an additional supply of water? A. It will have to go to the region of the Catskills for an additional supply of water. I make the statement because it is the nearest region to New York city from which a large quantity of water can be obtained at a reasonable elevation, entirely in the State of New York.

By the Chairman—Is it your opinion that this company can carry out the terms of this contract in three years? A. I doubt it.

Mr. Moss—I understood you to say that it would require the building of works by the city to cost some \$20,000,000 to utilize this water brought to the north end of New York city, is that so? A. Including the distribution of the same. I did not at one of these hearings say that the city did not need the Ramapo supply on account of the large quantity of water that was going to waste, and would be impounded in the new dam. I was consulted by Mr. Collis when the Ramapo company made a proposition in 1896.

Q. Did you agree with him then that it was not needed? A. The proposition was from the Ramapo, which is a branch—

Q. Without pressure, I understand it, the general said so. Did you agree with him that it was not needed? A. Not at that time.

Q. That it was not needed at that time? A. At that time, no, sir.

Q. Or for a reasonable time in the future? A. That question

was not asked me. I do not think it would be policy to go to the Ramapo river for water for the city of New York.

Q. You assisted in the drawing of the annual report, and the quarterly reports of the department under Mr. Dalton, didn't you, I think you testified so? A. I furnished my share of it, my report is also connected with it.

Q. Why did not that annual report and those quarterly reports contain some reference to the proposed Ramapo supply? A. I don't know, sir.

Q. Were you considering it seriously then as a necessity? A. I was seriously considering how to get some money to go along with what I had, and not for the future.

Q. Yes, but there was a proposition made, in April, I think it was, of 1898, and enforced so far as it could be by the appearance before the board of a large number of citizens, so that the Ramapo proposition, the need of the dying children and all that, was plainly before the board. Why was it that in the reports to the department nothing was said about the advisability of getting this water supply to the city of New York? A. I don't know.

Q. Was the necessity ever discussed between you and Mr. Dalton during that year? A. The necessity of getting more water was discussed.

Q. The Ramapo plan I am speaking of? A. No, sir.

R. T. ROKEBY, recalled, examined by Mr. Moss.

I am the president of the Uvalde Asphalt Paving company.

Q. The last time you were here you spoke of some conversations with General Collis, in which you said you made certain offers to him, and he states that he has been to your office and that you did not recognize him? A. Did he state that?

Q. Yes. A. He did no such thing. He came to my office and said, "Do you know who I am?" I said, "I do, you are General Collis." I know him as well as I know you.

Q. Now, do you say, Mr. Rokeby, you had a conversation with Mr. Collis in which he declined to give you permission to lay

a test pavement? A. I do, yes, I will go further, I will say he wrote me a letter. I didn't say I had it; I said he wrote to me; perhaps I can get it.

Q. You say he referred you to engineer North? A. He did. I see Mr. North present.

Q. And that Mr. North failed or declined to give you the privilege? A. He did.

Q. And you got the contracts from the dock department that you held by treasury orders without competition? That we have all been over, there is nothing different about that, is there? A. No, I believe I have had one other contract or treasury order from the dock department since I testified last? That was a small piece of work on the dock front. In front of the Wilson line. There is one near the Cunard line, we had that when I was here. I haven't figured up yet how much the Cunard job amounts to. I think the Wilson line job amounts to about 5,000 yards, \$3 a yard. That is \$15,000 with a five year guarantee, the same as before. It was on West street, near Gansevoort. I didn't know of any competition; got a treasury order to go ahead and do the work. There was no more orders than this. I have not had any orders from any other department. We bid on the snow contract for the year. That is the contract for removing snow next winter. I bid for that about two weeks ago. We were the lowest bidders. Therefore I expect to get the contract. That was from the street cleaning department. That amounts to about three quarters of a million dollars. We have to follow the city specifications of cleaning; removing it with carts. No special melting arrangements. Merely the carts and shovelers. My company has never done any work of that kind before. It has special facilities for removing snow. First, a very excellent organization; I mean it has a large number of men in its employ. Oh, we probably have two or three hundred capable of taking charge of it. Those are the men now engaged in the asphalt work. It is merely a question of employing labor, executive ability, and handling the men. That is an ability that lies in the company.

Q. Not so much the employees as the company? A. In both. I do not know Mr. Plunkett. Never saw him, never spoke to him. I have heard of him. I have met Mr. Featherson, I think it was on the dock board. I forgot who introduced me. I only met him once, that was the only time. I tried to sell him some asphalt.

Q. It has been stated that Mr. Plunkett—stated publicly—that Mr. Plunkett and Mr. Featherson, or one of them, had some interest in your company. Is it so? A. No.

Q. Directly or indirectly? A. None. There was a granite pavement in Gansevoort street where we are doing that work. The asphalt is laid on top of that. We did it as quick as we could. I think it was a good plan to do it quickly.

Q. I understand that it is a good plan to do all public work quickly; but was there any special reason that made that a matter of emergency to do it quickly and without competition?

A. That was not my business.

Q. Were you told of anything, or did you discover anything?
A. I never looked.

By Mr. Hoffman—The Uvalde Asphalt Company is a corporation incorporated under the laws of the State of New York? A. I know every one of the stockholders, and I gave them to Mr. Moss at a previous investigation. I have a list of them. I will produce that list. Edward J. Berwind, John E. Berwind, Johnson Livingston, Herbert E. Terrell, Col. Alfred Payn, Moore & Sly, myself, A. Van Sicklen, James Van Sicklen, Henry W. Mali and George V. Pond. Senator Featherston and Senator Plunkitt are not stockholders of that company. I would know it if they were.

Mr. Moss—They do not own stock.

By Mr. Hoffman:

Q. Now, Commissioner Collis testified this morning in relation to guarantees on asphalt contracts. Is it true, Mr. Rokeby, that in the giving of these guarantees by the different asphalt

companies that the time limit of the guarantee is considered according to the conditions of the work that is done and the traffic over the work that is done? A. Yes, sir.

Q. Does that enter very largely into the consideration as to the length of the time of the guarantee? A. It does.

Q. Always? A. Yes, sir.

Q. Now, he has also testified that in all the asphaltting work done by the city under his administration, that the guarantee was always fifteen years. Do you know whether that is so? A. I do not. A good deal of it was. A good many of the streets they laid were streets upon which there was very little traffic. There is more traffic on some of the docks we have laid in a day than there is there in fifteen years. The statistics show that on the Fall River Line dock there is an average tonnage over one driveway there of 1,700,000 tons per year. Now, I submit that that is far more than will pass over streets beyond, we will say, Seventieth street, in the fifteen years' guarantee during that period.

By Mr. Moss:

Q. More traffic than on Fifth avenue? A. Certainly; Fifth avenue is light traffic.

Q. Yes, but if this matter were open to competition—other concerns were bidding on a five years' guarantee—the figures might be reduced? A. I don't believe any company would have touched that work. I figure we shall have to do that work at least two times; therefore, it is a very cheap price.

Q. Has that work suffered under the traffic? A. No; not yet.

Q. No ruts in it? A. No, that won't roll out in hot weather; there are always ruts in heavy traffic, but they always iron out. If you didn't do that, in the winter time it would crack.

EDWARD P. NORTH, called as a witness, being duly sworn, testified as follows:

Examined by Mr. Moss:

I was the chief engineer under General Collis of the department of public works, and afterwards consulting engineer.

Q. You heard the testimony given by Mr. Rokeby, I believe, where he said he asked you for permission, being referred to you by General Collis, to lay some pavement free of charge. Tell us about that. A. I can't tell you about that, for I don't remember it. I would like to say there are from 2,500 to 2,700 yards in a block, that is worth from \$1.80—five year guarantee, is worth from \$1.80 to \$2 a yard, so it would amount, you see, to between \$4,000 and \$5,000. I cannot understand that I should have received such an offer as that, and understand, and not accept it; surely I should remember it. It might have been said to me some time when my mind was occupied with something else, and I didn't hear it.

Q. But there never was any definite proposition made to you or to General Collis, so far as you know, definite enough to leave any memory of a proposition to lay this asphalt for trial. A. I cannot, in any manner, remember it, or any circumstance leading to it. There was an offer of that kind made by a person handling Kentucky asphalt, which was not accepted on account of the lateness of the year but this affair, as I said before, has left no trace whatever on my memory, I do not understand it, when it was made.

Q. I think you stated the proper price for a five year guarantee would be about \$1.80 a yard? A. No, the price varies from \$1.82 up to \$2 and perhaps a quarter. I have paid some attention to this matter of asphalt paving for twenty years or so. If the bid was over \$2.25 for asphalt paving at the docks, with a five year guarantee, I should advise readvertising. I think \$2.25 would have been a very good price. I may say \$1.82 is for Twenty-second street, Twenty-fourth street and Twenty-fifth street, be-

tween Eleventh and Thirteenth avenues, there being no Twelfth avenue there, one of those streets has a double car track there.

By Mr. Hoffman:

The prevailing price, you know, varies. On some of it is a fifteen year guarantee and some of it is less; on a street where there is a railroad track, or two railroad tracks, that adds perhaps 50 or 75 cents to the value per yard, then there is five year asphalt on concrete which is worth on the basis of \$2 for five year asphalt on stone; five year asphalt on concrete is worth about \$3. It is stating it correctly, that the price of asphalt depends upon the street to be asphalted, and on the traffic on that particular street. The price varies according to the foundation, the length of guarantee, and the traffic, with of course a variation for the horse car tracks.

Q. So that in the awarding of contracts under sealed bids it is hardly probable that any two of them would be alike, where the streets are different, in different locations? A. There are some very remarkable coincidences in bids, and some odd extremes. We have had bids sometimes a cent apart, and sometimes 20 cents apart.

Q. Do you think that is due to any of these companies combining together and forming themselves into what is called a "trust?" A. I do not think that there has been any trust in asphaltting, after Mr. Brookfield opened the bidding to so many competitors; there probably was before, or at least I will say there was only one source of supply where now there is seven or eight.

ARTHUR J. HORGAN, being recalled and further examined, testified as follows:

Examined by Mr. Moss:

I have been subpoenaed to bring a list of the public employments that I have had, and I produce this list.

Mr. Moss—I will offer it in evidence. Briefly stated it says:

Fire department:

March 21, 1898, fireboat "The New Yorker," repairs	\$13,400 00
June 18, 1898, engine house, 119 Maiden lane, new building	31,195 00
June 18, 1898, engine house, 22 East Twelfth street, new building.....	24,900 00
June 3, 1899, apparatus house, West Seventy-seventh street, new building (approximate estimate)	60,000 00

The Witness—I might say that some of those orders have never gone through. The work has not been completed. That is, the work has been stopped. Not begun, the contracts themselves have been stopped. We have been ordered not to go ahead with the work. We did not prepare the plans in all cases. These are the orders which we received. A lot of them have been cancelled. That is the better word.

Mr. Moss—(Reading):

June 3, 1899, apparatus house, West Thirty-third street, new building (approximate estimate)....	\$60,000 00
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The Witness—That means approximate estimate.

June 5, 1899, apparatus house, 10-12 Chambers street, new building (approximate estimate), order cancelled	
June 5, 1899, apparatus house, Prospect avenue, new building (approximate estimate).....	\$20,000 00

Department of health:

June 22, 1898, disinfecting depot, foot East Sixteenth street, repairing defective wall.....	4,955 00
December 7, 1898, electric wiring, Kingston avenue hospital (approximate estimate) work not going ahead.....	900 00

December 12, 1898, morgue, Willard Parker hospital, new building.....	\$937 75
December 12, 1898, Addition, disinfecting depot..	957 50
January 6, 1899, contagious pavilion, Kingston avenue, new building (approximate estimate)..	15,000 00
June 26, 1899, Willard Parker administration building, new building.....	
June 27, 1899, ambulance stable, Willard Parker hospital, regrading and draining stalls, street gate to driveway.....	
June 28, 1899, pavilion, North Brother island, new building	
Department of public charities:	
February 8, 1898, infants' hospital, Randall's island, repairing plumbing.....	\$21,977 00
February 17, 1898, Mills building, Bellevue hospital, alterations	2,795 00
February 28, 1898, almshouse, Blackwell's island, new refrigerator, etc.....	697 00
September 6, 1898, infants' hospital, Randall's island, metal ceilings, wainscoting, painting, varnishing floors, and other improvements....	11,893 00
November 26, 1898, morgue, Fordam hospital, new building	100 00
April 26, 1899, almshouse, Blackwell's island, repairs to plumbing.....	
April 28, 1899, Bellevue hospital water supply, outside water connections with Twenty-sixth street mains to supply new buildings; from Twenty-eighth street to supply new boiler-house	
June 1, 1899, Bellevue tile sewers.....	

The Witness—It ought to be mentioned that most of those are small alterations; not new buildings.

Mr. Moss—I think all but one in the public charities are alterations and repairs.

Department of correction:

September 14, 1898, new city prison, Centre street, cell work.....	\$310,000 00
October 28, 1898, steam plant, lighting, dynamos, elevator and kitchen furnishing.....	93,325 00
October 28, 1898, plumbing and drainage.....	66,500 00
November 14, 1898, 200-ton deck scow.....	3,194 00
November 14, 1898, penitentiary, Blackwell's island, installing baths in penitentiary and workhouse	8,700 00
November 25, 1898, six dump cars, track, turn-table, Riker's island.....	1,216 00
December 29, 1898, steamboat "Wm. L. Strong".	
January 25, 1898, new boiler and repairs.....	4,379 00
March 14, 1899, penitentiary, Blackwell's island, altering old windows.....	
April 25, 1899, steamboat "Wm. L. Strong," new pilot house; removing the present house and placing it on launch "Thos. F. Gilroy".....	
April 28, 1899, penitentiary, Blackwell's island, repairs and improvements to administration building	

The penitentiary, Blackwell's island, before was a small matter, the altering of old windows. The second matter was repairs and improvements to the administration building.

Department of docks and ferries:

February 10, 1899, recreation building, Brooklyn, construction, No. — Second street.....	\$29,926 00
Department of public buildings, lighting and supplies:	
March —, 1898, first municipal district court house, Prince and Wooster streets, alterations.	\$11,395 00
May 5, 1898, Municipal building, Brooklyn, alterations (approximate estimate), work not going ahead	20,000 00

May 5, 1898, City Hall, borough of Brooklyn, alterations and entire furnishing of the room on the south side of hall, top story of the City Hall	\$3,300 00
September 2, 1898, brownstone building, City Hall park, two Otis hydraulic passenger elevators	7,780 00
January 12, 1899, Seventh Regiment armory, alterations in plumbing	14,747 00
Reception of Admiral Dewey by the city of New York:	
June 30, 1899, committee on the erection of stands, Hon. John P. Kane, chairman, appointed official architects to prepare plans and designs for the stands to be constructed	
Dewey State committee, Hon. John Raines, chairman:	
September 1, 1899, State stand, Madison square	\$3,200 00

The Witness—This matter of the stands for the Admiral Dewey celebration, I presume that was an employment of the corporation. It is through their committee. Overseeing the construction of the stands. That is the way I understand it. We have not taken it as a contract to construct the stands. Our order is to prepare plans and specifications. The contract was let out at public letting the other day.

By Mr. Hoffman:

A. In addition to the plans and specifications that have been read for municipal work, we have also received similar work from the State authorities.

Q. When did you receive any such work for the preparing of any plans and specifications on behalf of the State of New York?

A. About three months ago, I should say; that was a municipal stand for the State committee.

By Mr. Moss:

It is a fact that every one of these alterations and improvements require plans.

Q. For instance, almshouse, Blackwell's Island, new refrigerator? What is the necessity of making a plan of that refrigerator? A. How can anybody construct a refrigerator without the plan of it? It is one of the main things around a large building.

Q. Calling for architectural—— A. (Interrupting) No, calling for construction.

Q. Calling for architectural work in the preparing of plans? A. For the construction of the refrigerators. It is quite a large one, fifteen by thirty feet, I think. It was necessary to prepare architectural plans for altering the old windows in the penitentiary. The alternations were not stated. In fact, we have not made the plans yet, but the intention is to take out the small windows, and substitute very large windows, and it is an extremely difficult job.

Q. What plans were necessary for removing the pilot house from the steamboat "William L. Strong" and placing it on the launch "Thomas F. Gilroy"? A. We would have to lay out the plans of the Gilroy so that the new pilot house could be substituted. That was not done. It is not to be done. We did not make the plans for it.

WILLIAM H. BURT, being duly sworn, testified as follows:

Examined by Mr. Moss:

The rental received by the department of docks from the Pennsylvania Railroad Company at the Courtlandt street ferry is \$11,000 I think. This one here is at the bulkhead and water rights at Barclay street, North river, owned by the Hoboken Land and Improvement company, and the right to run a ferry was leased at public auction by the comptroller in 1895, for a term of years from March 1, 1895 to March 1, 1905, with the land under water necessary for the ferry structures, outside of the new bulkhead line, at the annual rental of \$20,104.25. With refer-

ence to the Long Island Railroad, that was leased May 1, 1898, to expire May 1, 1908, with a rental of \$12,000 per annum. That is \$1,000 more than the Pennsylvania—the Thirty-fourth street ferry. The Thirty-fourth street people, by the way, have a franchise. They own the land north and south of their ferry. The other is for some land that belongs to the city. I could not tell you how much land goes with the Barclay street ferry without referring to the books. I could not give you the exact dimensions except by referring to the books. The department leases to the Erie Railroad Company, under a renewal lease, dated August 1, 1891, the bulkhead, piers, etc., from the northerly side of pier New 19, North river, to the northerly side of pier New 21, North river, from August 1, 1891, to August 1, 1901, at a rental of \$100,000 per annum. That is for the land and buildings. Then they pay in addition to that—the ferry franchise was leased by the comptroller at public auction on March 29, 1897, at a rental of \$8,500 per annum. Piers 20 and 21, North river, have since been extended by the Erie, under permit of this department, and for this extension they pay an additional rental of \$7,146.99. Some of the attendants at the recreation piers have passed the civil service examination and some have not. I don't know. It depends altogether upon the positions they hold.

Q. Persons in charge of the recreation piers? A. I don't know. I could not answer that off hand.

CHARLES F. MURPHY, being recalled and further examined, testified as follows:

Examined by Mr. Moss:

We have fifteen or eighteen dock masters, something like that. I produce under subpoena a book called the register of requisitions, approved by the engineer in chief of the department of docks. This is a list of treasury orders, I guess it is.

Q. That is, the orders that are issued without public bidding?

A. There is some competition in a number of them there. Not at public letting.

Mr. Moss—This book contains register numbers from 16,294 to 17,048, in the period since January 1, 1898. That is, the number of orders, treasury orders, is the difference between 16,294 and 17,048—about seven or eight hundred orders; and they foot up, those of them which you have given us the figures, \$627,000. According to this book, leaving out a large number that have not been figured out, there are treasury orders—that is, work without competition—amounting to \$627,000.

The Witness—Not work without competition; work without public bidding; yes, sir. Such competition as may occur in some of these cases is simply the competition we get by sending word to selected persons and getting their estimates, and then choosing among ourselves.

Q. A great deal of the work that has not been figured up is of a large amount. For instance, it is estimated that the asphalt in front of the Cunard pier will be \$25,000? Who is doing that job?

A. The Uvalde Asphalt Company. We have not figured that in the \$627,000. There was no competition upon this matter of the Cunard asphaltting.

Mr. Moss—I will read that item. Under date of August 15, 1899. This, Mr. Chairman, is older than the last testimony. Mr. Rokeby was in error when said that the Cunard matter occurred before he testified. Repairing pavement, estimated, \$25,560. Asphaltting in front of the Cunard pier. What was the emergency for doing that asphaltting in front of the Cunard pier, without public bidding?

The Witness—Well, the contract was given by request of the Cunard line, to asphalt in front of their pier. The object in giving it to the asphalt company, as I stated before—we thought it was

one of the best concerns in New York, and could do the work at a proper figure. We had no complaint about the work they had done for the department prior to that.

Q. Then the emergency was on the request of the Cunard company? A. They requested that we asphalt in front of their pier.

Q. What other emergency was there in this matter beyond the request of the Cunard company? A. It was at their request we started; we asphalted it. What you want to know is why we gave it to the asphalt company?

Q. No. Why you did the work? I want you to give me every reason why you ordered the Uvalde Company to expend \$25,000 in asphaltting before the Cunard company's dock? A. At the request of the Cunard line, because they pay the city good rent, and we ought to give them whatever we can to help them out. I think they pay something like a hundred and thirty thousand dollars for the two piers. They pay that for a pier and a half a year. And they requested the city to asphalt the street in front of their piers, whereupon I sent an order to the Uvalde Company to go and do \$25,000 worth of work there.

Q. Twenty-five thousand dollars would be 25 per cent. of \$100,000; I cannot figure in my mind what per cent. it would be of \$130,000. But is not that a pretty liberal allowance by a landlord for repairs requested by a tenant, \$25,000 on a rental of \$130,000? A. We thought as long as they were a good tenant we ought to do what we could for them. It was the action of the board; yes, sir. We were spending the city's money. We were giving the benefit of it to the lessees. We were paying the money to the contractor that done the work. To the Uvalde Company.

Q. Have you heard the testimony of Engineer North to-day, who is one of the most eminent men in paving, in engineering matters connected with paving, in the United States of America? A. I didn't hear what he said.

Q. (Continued). A man of large experience in legal matters, who says that \$2.25 there would be an outside figure? A. Then why didn't his department provide \$2.25.

Q. He has told you that his department averaged \$1.83, with a fifteen-year guarantee? A. He told you so. That don't make it so.

Q. But that he allowed for the extra traffic on the water front, and if he got bids, the lowest of which was \$2.25 a yard, he would readvertise. You know the answer to all such questions would be, "We advertised and we let it out to the lowest bidder." Why did you not advertise for asphalt paving in front of the Cunard line? A. Because I think we would pay more for it if we advertised. Because there is a combination of the asphalt companies.

Q. And you think by giving these little emergency orders to Mr. Rokeby you are breaking up the asphalt ring? A. I think it will have that effect; yes, sir.

Q. Do you not know that your brother commissioners in other departments are giving their work to other companies? A. I only speak for our own department. I think we did give some work to the Sicilian Asphalt Company some time ago. I do not know that that is a company, the president of which was one of the commissioners. I do not know that one of the commissioners in the city government was president of the Sicilian Company. I do not know that the Sicilian Company is doing work for some of the departments. I don't notice that. We don't think the Sicilian Company might come in competition here and bid lower than Rokeby. We have not asked the Sicilian Company for a bid. No, there is a rule. We did not ask for bids on asphaltting. The figures suited us. The company was a good concern, and the work they done was satisfactory.

Q. What is the necessity for asphaltting pavement, when there is a granite pavement already on the street in front of the dock? A. There is granite pavement in the street and they asked for it. I do not know that asphalt pavement is very bad for horses when they are heavily loaded. I do not know it is particularly so when the asphalt is wet, or during the winter weather when snow is on the ground. I have not gone over these places and seen the holes and the ruts and cracks that are in that, already worn by the heavy traffic. These places, some of them, that have been

repaired or paved by the Uvalde Company. I never notice any. I did go to look for them; yes, sir; always go along. I never noticed how the water lies in pools and puddles because of the uneven surface of it. I can't say I was there in a rain storm or when there was water on the ground. I don't remember that.

Q. What have you done to determine that the Uvalde asphalt is so much better than any other asphalt? A. I take our chief engineer's report. The chief engineer is the man that we have appointed since I became commissioner. I didn't know that he was a partner of Henry Steers—Steers & Bensal was the firm. We took Mr. Bensal, one of those contractors, and made him chief engineer. The same firm, or Mr. Steers, is taking contracts and doing work there now for the department; at public letting, yes, sir. We do some work under public letting and some under private because the prices suited us. The work is good work. I account in our single department for over \$700,000 worth of these treasury orders since the first of January, 1898, because we are the only department that has got the right to spend the money. I think we have the right. I understand to be the right to spend money without public letting—to use our own judgment in the best interests of the city on any kind of work. I do not know that the only right we have to do that is when we are conforming the water front to the water front plan of the city. No, we can do it on repairs and new plan work. Repairs and new plan and anything we can do on private letting under the resolution of the board. We do not do it all, I have just stated, because the figures we get for the work suited us.

Q. Why do you not have it all under public letting, then? A. Because, I told you before, at times we have to go out and get the market price. We never did go out and get the market price in asphalt.

Q. I call attention to the fact that since you were on the stand, when you were so carefully examined about the Uvalde Asphalt Company, we went all over this thing, and discussed the sections, and found you had given this company \$76,000 worth of work, and since that time you have given that same company two more

emergency orders, one of them appearing on the books here at a probable expense of \$25,000 and over, and the other one, just stated by the witness to be near the Cromwell line, which will amount to about \$15,000. That is \$40,000? A. Yes, sir.

Q. Of emergency orders, treasury orders, issued to that same Uvalde company since you last testified here, and without any attempt at public bidding? A. Yes, sir.

Q. And at the same old prices? A. Yes, sir.

Q. And you say the only reason for putting in this Cunard paving was because the Cunard company asked for it A. It was at their request.

Q. And because the Cunard company asked it you ordered these gentlemen, without regard to their price or the public letting, to expend \$25,000 worth of the people's money? A. Not without regard to the price. The price was stated at \$3.

Q. And without regard to the possibility of reducing it by public bidding? A. Yes, sir; we did not ask them to reduce the price. We did not even ask them if they would do better for the big jobs which they would get. The engineer assumed the cost and took it at his price. The board thought that asphalt was necessary at that Cunard pier in the interests of the city. I say the tenants requested us, and we wanted to satisfy the tenants, as they were good tenants, and paid good money.

Q. You were not serving the tenants, but the city, and spending the city's money. Will you tell me how you thought the city would be benefited by your asphaltting the street in front of the Cunard docks? A. By giving the tenants proper treatment and proper care we take care of the city. That was a lease running many years, with the Cunard line. I think it is twenty years. I think it is ten and ten. They would not pay us any more rent for doing that work; not in those ten years or twenty years; and they would not pay us any less rent if we didn't do it.

Q. Then where was the city helped by your just taking \$25,000 out of the treasury and giving it to the company that you were told to by Mr. Cram; where was the city benefited? A. We would save it by repairing the block paving later. The block

paving will require fixing afterwards by the employees of the city; repairing it where it sinks.

Q. You have employees of the city who are receiving a stated pay. They are receiving regular wages to go over the city's streets and keep those pavements in order, are they not? A. No; the laborer's are paid by day's work.

Q. They always put in full time, and you always have to find something for them to do if you are looking out for the interests of those men? A. They don't always get paid. They do not always find work. There is often they do not. It was necessary to put \$15,000 of asphaltting down in front of the Wilson line for the same reason—the request of the Wilson line. I think the lease with the Wilson line is about the same time—ten and ten, or perhaps ten and twenty—thirty, and the price fixed. We get no more rent and no less rent.

Q. I read from the City Record of August 18, from Sanderson & Son, a letter to your board, requesting to be advised whether it is the intention of the department to asphalt the approaches to the piers along the North River. The secretary was directed to state that it is the intention of the board to improve the approaches to the piers from time to time, whenever necessary. Do you mean that whenever a good tenant, like the Wilson company and the Cunard company, requests you to asphalt the streets, you are going to do it? A. I can't tell that until it reaches me. We have only had two requests, to my knowledge, since I have been there. I don't remember who it was that wanted asphaltting done on the southerly side of new pier 15, North River.

Mr. Moss—"On motion, resolved that the engineer-in-chief be, and he hereby is, directed to prepare plans and specifications for repairing the granite pavement, by placing asphalt pavement on top of same on the property under the jurisdiction of this department, extending from about the southerly side of pier 15, new, North River, produced, to a line approximately at right angles to the bulkhead, drawn from the point of intersection of the center

line of Dey street, produced, with the westerly line of West street," comprising, all told, about 7,300 square yards.

The Witness—I cannot remember just now who asked us to have that done. I could not state what the necessity for it was. I don't remember whether that work was given to the Uvalde company. I can't state just now.

Q. Why do you, when laying asphalt on top of the good granite pavement, repair the granite pavement? A. I say the granite pavement after it is there some time sinks two or three feet, and will have to be taken up, and relaid again at the expense of the city. We have requests in writing from the Cunard company and the Wilson company. I will furnish those.

Mr. Moss—There were \$76,000 in round numbers of asphaltting up to your last testimony. There are \$25,000 worth in front of the Cunard docks on your books, and \$15,000 worth testified to by Mr. Rokeby to-day. That makes \$116,500 that you have paid or will have paid to this company since the 1st of January for asphaltting pavement around the docks, without competition, at three dollars a yard, with a five-year guarantee. Have you had any better reason for doing any of this work than the reason you have had for doing it for the Cunard company?

The Witness—No, sir.

Q. Was there any emergency, or any special need for the asphaltting at the Wilson line? A. Just as I stated, at their request. Nothing more than that.

Q. Will you do that for anybody who requests it? A. I say, when I meet this question, I will answer that. I can't answer that now.

Q. What was the special reason for answering those requests so nicely? A. Because we have done them. That work has been done.

Q. What other requests have you had? A. I don't remember any. The work we have had is done already.

Q. In your testimony the other day you gave us a large number of orders of cement from John P. Kane & Co., amounting, I think, altogether to some forty odd thousand dollars. You bought your cement in lots of two, three, four, five and six thousand barrels. What was the emergency that required the buying of several thousand barrels of cement at once? A. We were buying it cheaper than when we went in there. There was not any emergency more than that we paid \$2.45 when I went in, and I bought it at \$2.

Q. You found when you let it out at public bidding that the price fell to \$1.92? A. As I stated before, we go out and get the market occasionally.

Q. Now, was there any special emergency which required you to buy cement in lots of two or more thousand barrels at a time? A. If the engineer reports an emergency case, we will, yes, sir.

Q. Where was the cement put? A. I can't state that now. I suppose used generally all over in all the department work.

Q. Was it used entirely for conforming the water front of the city to the water front plan? A. I can't state that just now.

Q. When you were doing this asphalt work, or having the Uvalde company do it, were you conforming the water front of the city to the water front plan? A. We have the right to do it on repairs. I can't state just now, for that purpose. It is on the new plan work.

Q. You have no such purpose as that in your mind, have you—conforming the water front to the water front plan? A. We have got to keep within the law. I can't say it was in my mind that in order to conform the water front to the river front plain, it was necessary to asphalt.

Q. The same about the dredging of Morris & Cumming. Large orders were given to them for dredging. Here is one in last July, since your testimony here—— A. (Interrupting) No, sir.

Q. Since your last testimony on July 27? A. My testimony, I think, was August 3 or 4.

Q. Dredging in the vicinity of Bloomfield street, amounting to \$2,301. We went all over your giving these things out by treat-

ury orders; but what was the necessity for dredging at Bloomfield street? A. I would have to take the engineer's report for that. I can't state just now what was the reason why I put asphalt pavement in the vicinity of pier No. 14.

Q. \$22,000 worth. There are a number of firms—we have not been able to figure this book out yet, but we will have it done—besides those you mentioned the other day, who have continually received these treasury orders. The other day we had the Morris & Cumming Co., Naughton & Co., John P. Kane & Co., the Uvalde Asphalt Co. Those were the prominent ones. I find, on examining your book, that we have Brown & Flemming. Who are they? They furnish almost all of your broken stone and rip rap stone, on treasury orders? A. A number of it, yes, sir. They have been supplying the department for eight or ten years. Some on treasury orders, yes, sir.

Q. What was the necessity in your judgment for ordering on July 29, 5,600 cubic yards of broken stone, without competition?

A. Emergency case, and the proper figure. I can't tell just now what was the emergency without getting the requisition.

Q. You have stated that the reason why you have issued emergency orders amounting to in the neighborhood of \$700,000, without public bidding, since you have been commissioner, was because you believed you had the right to do it. Is not that so? A. Yes, sir; and got good work, and the proper figure.

Q. George E. Plunkett and George W. Plunkett are in receipt of large amounts under these treasury orders. H. C. Drew—who is he? A. H. C. Drew is in the supply business.

Q. He received a great many of these orders, did he not? A. There are a number of them receive orders, yes, sir.

Q. J. Edward Ogden is another. Who is he? A. Yes, sir. They are all in competition.

Q. How is it competition with J. Edward Ogden? How does he compete? Who does he compete with? A. We write to five or six different people and let them figure on it.

Q. Why do you not do that with the Uvalde people? A. I stated before that I was pretty certain that there is a combination of the asphalt companies. That was generally known.

Q. It is not recognized by the other departments of the city, that are patronizing others. Here is one case, the Alcatraz Co., that the park department used, and others have the Sicilian Co. I have been looking over the contracts with other departments, and there are a number of them who have been doing work? A. I know that.

Q. Why did you not ask them to give you bids? A. I stated there was a combination of them. I think we saved the city money by what we done. We got no private bids on cement while John P. Kane was supplying it.

Q. How was it that the price was always \$2 for cement? A. As I stated, that was the figure he gave us, and we thought it was about the figure.

Q. But did not cement ever vary? Do you not know that cement varies? A. When we thought it varied we sent out in the market and got it.

Q. But you never sent out in the market until this committee was appointed, did you? A. This committee didn't have any effect. We had a public bidding and got our cement at \$1.94.

Mr. Moss—I find that you have patronized the Sicilian Asphalt Co. at one time.

The Witness—I think we did, as I stated, at one time.

Q. April 26, 1899, you patronized them to the extent of \$235. You knew them and had some business relations with them. Why did you not get a figure from them on the \$116,000 worth of asphaltting that has been done? A. I have just stated why. I cannot say any more than that.

Q. Who are Murray & Co.? They received a great many of these treasury orders? A. They have been supplying the department for a number of years with cobbles; the last board.

Q. Have you had competitive bids in their case? A. Some of them.

Q. Who is Edward F. Keating? A. General supplies.

Q. Is he any relation to Commissioner Keating? A. I think not.

The committee adjourned, to meet at the same place at 10.30 a. m., Thursday, September 21, 1899.

PART IX, SUPREME COURT, COUNTY COURT HOUSE.

NEW YORK, *September 21, 1899, 10.30 o'clock a. m.*

The committee met pursuant to adjournment.

Present: Mr. Mazet (the chairman), Mr. Fallows, Mr. Costello and Mr. Hoffman.

Mr. Moss—Mr. Chairman, continuing the testimony concerning the dock department yesterday, I have in my hands a tabulation of the treasury order book, and for the purpose of saving the record I will simply summarize it in a few words:

There are nineteen treasury orders in favor of the Morris & Cummings Company, amounting to \$28,489.

There are twenty-two treasury orders in favor of Naughton & Company, amounting to \$161,923.

There are twelve treasury orders in favor of John M. Sheehan, amounting to \$77,866.

Those are all for paving. The treasury orders of Naughton & Company are for piles and lumber. The treasury orders of Morris & Cummings are for dredging. There are four treasury orders to Thomas M. Nugent for painting, which amount to \$1,190.

There are twenty-nine treasury orders in favor of Edward F. Keating, for supplies of different kinds—or rope and hardware—amounting to \$14,419.

There are twenty-nine treasury orders in favor of J. E. Ogden for spikes and various supplies, amounting to \$11,156.

There are thirty-four treasury orders in favor of Murray & Company for cobblestones—rip-rap stone, etc.—amounting to \$70,773.

There are thirty treasury orders to the National Contract and Supply Company, for all kinds of supplies, of a most dissimilar kind, amounting to \$7,689.66.

There are sixty-nine treasury orders in favor H. P. Drew, for supplies of various kinds, amounting to \$34,260.

There are twenty-nine treasury orders in favor of John C. Orr & Company, for lumber, amounting to \$10,577.

There are forty treasury orders in favor of Charles Foersch, for various supplies, amounting to \$3,981.

There are nine treasury orders to G. W. Plunkett, amounting to \$10,992.

There are eleven treasury orders to John P. Kane & Company, all for cement, amounting to \$43,680.

There are seven treasury orders to the Uvalde Paving Company, amounting to \$71,613.

The Chairman—What period does that cover?

Mr. Moss—That does not include the two matters mentioned yesterday, amounting to \$40,500, which is additional.

The Chairman—What period does that cover?

Mr. Moss—From January 1, 1898, to date, these are.

There are fifteen treasury orders in favor of Martin P. Brown & Company, amounting to \$1,789.

There are two treasury orders in favor of the Sicilian Asphalt Company, amounting to \$6,570.

It should be stated that one of these was for the repairing of an asphalt pavement, already made, and the other was for the furnishing of asphalt cement—not for the doing of new work.

There are thirteen treasury orders in favor of the Carroll Box and Lumber Company, amounting to \$2,816.

There are twenty-two treasury orders in favor of Brown & Fleming, amounting to \$47,304.

JOHN VONNEBELL, being duly sworn, testified as follows:

Examined by Mr. Moss.

A. I have looked at the asphalt paving at some of the docks and ferries done by the Uvalde company. There is some done at the Barclay street ferry.

Mr. Moss—I hand you some notes that you gave me and ask you to state in what condition you found them.

The Witness—(Reading) “A very light sprinkle of rain had been coming down a quarter of an hour previous to my coming to the spot, but it was sufficient to show off hundreds of spots where horses’ shoes and the truck wheels had made imprints in the asphalt pavement, and where the water was now settling. The imprints are over the whole piece of pavement.” There is a diagram here. I made that diagram. And on that diagram I marked the defects. I did talk with some of the drivers who had to drive their horses and trucks over that pavement. The drivers said it was very bad for the horses, especially—in the summer it was bad because on the hot days if they have to stop in front of the entrance they have to drive in, and if they have to pull on again it is hard for the horses to pull, the wheels seemed to stick to it. In the winter they say it makes the pavement very slippery. I talked with about a dozen drivers and three proprietors of teams, one expressman and two proprietors of teams. The asphalt in front of Pier A is very bad. I saw a crack there about twenty feet long, and nearly an inch wide.

Q. Did you see the new asphalt? Was that the new asphalt work or the old? A. There is no other there. It is only one small strip. At Pier 1 there is a great many imprints from the horses’ shoes and from wheels, and it seems also from heavy pieces of merchandise which had been thrown on it. There is some of them as deep as an inch. I counted as many as forty holes on a space five feet square. The water does not run off there; not very well. There is a gutter made across the asphalt pavement, but it don’t seem to run off. There is two holes provided, where the water should go in, but it don’t. I was there four hours after the rain had ceased and I seen they had to brush the water in. I found asphalt at Pier 13. It was in the same condition as on Pier 1, about. Rough imprints made by horses’

shoes and by wheels. It don't drain the water off good at all, because I know this: that in the direct neighborhood of where there are holes which have been made to drain the water off, within a foot there was pools—within about seven feet of there—that the water hadn't run off, after four hours after the rain had stopped. There were drain holes made in the asphalt and pools of water were close to them. About a foot to it, yes sir; and the water didn't drain off. The draining seemed to be very bad on a good many of those places. At Pier 14 I found the same condition. Many imprints and bad draining. There were six small pools of water, and a larger one opposite Fulton street. I counted fourteen holes on a stretch eight feet square. I did find these imprints at Pier 15 and at Chambers street. Pools of water at Chambers street. At the Christopher street pier, that was asphalt too. That was the pier where the most and the deepest imprints can be found; where the teams go in, there are some large pools. The size of those pools was twenty by twenty feet, and ten feet by six feet. I measured them, yes, sir; and there was quite a lot of them. There was also a lot of imprints from heavy truck wheels. The imprint was about two inches wide and about six to seven feet long, and that was especially where the teams drive into the ferry entrance. Christopher street was about the worst of all the others. Twenty-third street, that was in about the same condition. I say here in the report, the marks on the diagram speaks for themselves. I marked them all where the imprints was, and where the pools was. I did go out upon the new pier at the foot of One Hundred and Thirty-second street, North river.

Mr. Moss—That is one of the piers that has been built since January, and testified to by the commissioner on his last examination.

The Witness—I found on that pier—on the right side the pier half way out, is three feet lower than on the left side—sinking. This is a new pier. That is the way

it is. It seems certainly just like in waves. It shows that the spiles which have been driven in there have sunk on some spots, and on others, where there is hard ground, they stood. On account of that the pier just looks like that—like waves for a distance of eighty feet back. I measured it; yes, sir. The end of the pier, seventy feet, is straight again where the spiles seem to have struck hard ground.

By the Chairman:

A. The surface of this pier is made of wood. On my diagram I have made the pier 350 feet long.

By Mr Moss:

A. I have put the point of sinking 200 feet out and the point where the sinking ends is 200 feet further.

By Mr. Hoffman:

A. I am a landscape gardener. I do know something about asphalt. I know about the working of it because I have to make sidewalks, and if we make walks I know how it is worked. Asphalt is made of—it comes out of the ground in a liquid condition and gets hard. That is all I know about it. I made the inspection of the different asphalt pavements that I have referred to here some three weeks ago. I made it on a day when it was dry and I made it after a rain. I made the first when the temperature was 82 degrees, and not very hot. The temperature on the other day was about 75.

Hon. JOHN WHALEN, being duly sworn, testified as follows:

By Mr. Moss:

A. I don't remember the exact time I first heard anything about the Ramapo contract. It was some several months ago. The Ramapo contract came in the office in the usual way—as all contracts come.

Q. I understand. You say you heard of it several months ago. I am speaking of the contract.

The Witness—The contract itself?

Mr Moss—Yes; not the general proposition of the company?

The Witness—Well, Mr. Dalton may have spoken to me about it or Mr. Holahan. I think Mr. Holahan brought it to me.

Q. Is that paper which you have the original paper which was brought to you by Mr. Holahan? A. I think perhaps it is. I don't know. I think perhaps I had one or two contracts.

Q. Can you recall the facts about them? A. No.

Mr. Moss—We have learned from one of the previous witnesses that there were two contracts drawn; and each of the counsel to the company drew a contract.

The Witness—I should imagine that the counsel who say they drew several contracts would know better than I.

Mr. Moss—I ask you if you can remember which contract it was?

The Witness—I don't remember.

Mr. Moss—Whether you had any other?

The Witness—I don't remember. I am not interested in this one. I am interested in the one which I changed. When I suggested those changes Mr. Birdsall, the engineer, and I think Mr. Holahan were present.

Q. And the important point in which you suggested a change was that the absolute contract on the part of the city to take 200,000,000 gallons of water should be changed to practically an option to take as much as it wanted? A. I don't think I suggested anything at all. I think I made the changes.

Q. Did you not discuss that with Mr. Birdsall and Mr. Holahan? A. Yes, after the changes were made I asked Mr. Birdsall to read the contract and see if there was anything that could be added to the contract to make it protect the interests of the city more carefully than I had protected it.

By the Chairman:

A. He said he thought the interests of the city were fully protected by the proposed changes which I made.

By Mr. Moss:

A. I did not look into the matter any farther than the mere examining of the contract that was proposed to me. I did not look into the standing of the company. I did not examine its certificate of incorporation. Those things are not necessary for me to examine at any time.

Q. Did you look to see what the length of term was of the operations—its power to live? A. I knew nothing about the company at all.

Q. Did you inquire as to the property that the corporation had or whether it had any? A. That is not a part of my duties.

Q. If you were the counsel for a private corporation, and it was put into your hands to determine whether a contract proposed to be made with it was a proper contract to be executed—in other words, your legal judgment was asked upon it—would you not consider it to be your duty to determine first the question, or to determine somewhere the question, whether the proposed contracting party, if a corporation was in legal existence, and legally qualified to contract? A. Your question is so long I do not quite understand it, but I can answer it by saying that all I have to do is to see that the contract which I approve as to form is a legal contract; and having done that that is all the law requires me to do.

Q. Does not that imply necessarily the finding out whether the proposed contractor, if a corporation, has a legal existence? A. No; that does not follow at all. I have examined titles, yes, many of them.

Q. And when you examine a title with a deed in it, coming from a corporation, do you not always examine the corporation law and the corporation certificate to see whether that corporation was in legal existence and authorized to make a deed; do you not do that? A. The question which you ask, it seems to me, would not apply to this contract at all.

Mr. Moss—No; but it is so in examining titles, is it not?

The Witness—That is entirely different.

Q. You have to pass upon that question do you not? A. I don't have to inquire whether a corporation is legally constituted or not.

Q. When you are examining a title for a client you do, do you not? A. It is a very different case.

Q. Well, you do then; and the object of that is to determine whether the corporation making the deed had the legal right to make it? For instance, supposing you had in your chain of title a deed from a church. You would at once go to find out whether that church was authorized to convey, would you not? A. Well, you are talking about something that don't exist. If I was examining the title I would be very careful to see that the man whose title I was examining got a good title. Now!

Q. What other officer in the city government who had anything to do with this contract was legally chargeable with the duty of finding out whether the Ramapo water company had a legal existence, and was legally qualified to contract? What other man had that function? A. Don't you understand? Of course you do, but you do not want to understand the way I am explaining it to you.

Mr. Moss—I will try to understand it if you will put it clearly to me.

The Witness—Le me try and put it clearly to you. These contracts, about four thousand a year, are sent to me for approval as to form. Now, the wisdom of making the contract, or, if you

please, the responsibility of the persons making the contract, are not presented to me at all. I am not to pass upon that. All I pass upon is the legality of the contract, and the contract which is prepared is a legal contract. The wisdom of making that contract is not for me to determine. That is for the board of public improvements to say.

Q. You are to determine the legality of the contract? A. Yes, sir.

Q. The determining of the legality of the contract turns first upon the question whether the proposed contractor has legal existence, or a legal power to make the contract, it being a corporation? Do you not see that? A. I don't think so.

Q. Then I ask you the question, if that did not devolve upon you—to determine whether the proposed corporation contractor was legally organized, and had the legal right to contract—upon what other officer of the city of New York did that duty devolve?

A. That question was never presented to me, and it is not presented to me now.

Mr. Moss—Yes, it is. I ask you.

The Witness—Well, it has not been.

Mr. Moss—I ask you, as the law officer of the corporation, to tell if you can, who is the officer of this city whose duty it would be to determine the legality of this contract, from the standpoint of the company's right to make it?

The Witness—I determine the legality of the contract, understand.

Q. Not from the standpoint of the company's right to make it. Now, who should have done that? A. That has no part in the matter at all.

Q. Mr. Whalen, we want to discover where the municipal machinery of the city needs bettering, changing or amending; and if it be the fact that there is no officer in the city whose duty it is to find out whether a corporation has a right to make a con-

tract, there should be a legal provision made by the Legislature to put that duty upon somebody——

The Witness—We know now, Mr. Moss.

Q. Is there any one? A. We know now, Mr. Moss, and you know yourself who has the legal right to make the contract. We know that now.

Mr. Moss—That does not answer the question.

The Chairman—Mr. Moss, Mr. Whalen has said that as to the wisdom and the propriety of the contract, that feature did not come before him. Now, suppose we ask Mr. Whalen who determined that feature of that. What city officer passes on that?

The Witness—The board of public improvements.

The Chairman—Would that phase of it include the determining of the question as to whether this company was capable of carrying out its part of the contract?

The Witness—I suppose in some way they would satisfy themselves that the company was capable of carrying out the contract.

The Chairman—Further than that you were not interested, or it did not come within your province.

The Witness—As a lawyer, you know all I had to do was to pass on the form of the contract and satisfy myself.

The Chairman—You make that statement?

The Witness—Yes, sir.

The Chairman—Who in this city is responsible for determining whether this is a valid contract, and whether it can be carried out by the parties to it?

The Witness—I did determine that it was a valid contract.

The Chairman—So far as form merely is concerned?

The Witness—Yes, sir.

The Chairman—But not as to the responsibility of the parties to carry out the contract.

The Witness—The ability of the company to carry out the contract can very easily be ascertained by calling in the officers of the company.

By Mr. Hoffman:

Q. Would not the fact of the giving of a bond by any corporation for the performance of a contract be sufficient evidence of sufficient good faith for the city authorities to assume that they had the power to carry out the contract? A. I should think so.

Mr. Hoffman—And in this instance a bond was given.

By Mr. Moss:

Q. But if the corporation had no legal existence, how could its bond be worth anything? A. Well, I can only answer you by saying that the company itself don't always give the bond; they always get a bond from some other person.

Q. That is true, but it is always one of the parties to the bond; and if the bondsmen made a bond to the city conditioned upon the performance of a contract by an alleged corporation, relying upon the fact that the city is contracting with this corporation, and giving it its apparent right to contract, and after that it was discovered that the corporation was not legally formed, and had no right to contract, do you think the city could recover against the bondsman? A. It is fair to assume that inasmuch as the gentlemen who are connected with this company were all good Republicans, they would have gone to your friend's company, and undoubtedly I would have satisfied myself that the company was legal or solvent. Otherwise they probably would not go on the bond.

Q. You are stating a legal proposition—you, the law officer of the corporation, are expressing a legal proposition to us, with

all the solemnity of your position, both as an official and now as a witness, and giving an opinion on the law of the case, are you? You are not playing with it, are you? A. I thought the answer was full. If there is anything you want me to add to it, if you will suggest it to me, I will be very glad to answer.

Mr. Moss—Your answers do not answer.

The Witness—I am sorry.

Mr. Moss—You might as well understand that you have got to answer the questions no matter what by-play there may be indulged in.

The Witness—I am here to answer the questions.

Mr. Moss—I will put the question in another form: Is not the determination and the right of the company to make a contract a question of law? A. Well, I don't know what kind of a question you are asking me. I can't understand it.

Q. That is a question which might be asked you in a law school. Is not the determination of the right of a corporation to make a contract a question of law and not of fact? A. If you asked such a question the professor would laugh at you.

Mr. Moss—If the professor asked such a question and the student could not answer it he would mark him down. That is plain enough.

The Witness—Yes; now go ahead and ask the question.

Q. You have not been able to answer, and I will ask another one. Do you understand that the president of the board of public improvements is a lawyer? A. Well, I don't know that he has been admitted to the bar, but he has had such legislative experience—

Q. Did you look upon Mr. Dalton, the water commissioner, as a lawyer? A. I don't know. I don't think he is a lawyer.

Q. Are you not the gentleman, you, the corporation counsel—are you not the man who is expected to pass upon all of the legal questions which are involved in the contracts that are presented to you? A. Yes, sir.

Q. And at the very foundation of all the questions is this one: “Has that corporation a right to contract, legally?” Not a question of whether it is a good thing to do, not the question of whether it is an advisable contract to make; but the bald, naked, cold, legal question: “Has that corporation a right to make a contract?” And that is for you to determine, is it not? A. No, I don’t think so.

Q. Then whose duty is it to determine that legal question? A. Now, let me try and explain it to you. You don’t seem to understand it.

Q. No, there is no seeming to understand about it. The question is a simple question and a plain one. If it is not your duty to pass on that question of law, whose duty was it? A. Now, you see if you ask questions and answer them yourself, why, of course, you do not give me an opportunity.

Mr. Moss—Please answer the question.

The Chairman—You may answer the questions. We are anxious to have you.

The Witness—If you will request your counsel to let me answer I will be glad to do it.

The Chairman—Go ahead.

The Witness—The question of any legal advice which Mr. Holahan or Mr. Dalton, or any other member of the city government should require at any time—they ask for it and they get it with all the promptness with which I can give it to them. Now, you have had this contract in your possession, and the committee have had it also, and with the changes and modifications which were made; and you know how carefully the interests of the city were protected. This is a mere option, and whether the com-

pany is able or not makes not the slightest difference. All I did was to pass upon the legality of the contract itself, and the contract in the form in which I sent it to the department of public improvements is a legal contract.

Q. It could not be a legal contract if the corporation had no legal right to make it. You know that, do you not? A. Now, you know you are anticipating what the court is going to say in the injunction cases.

Q. The question is what did you say, or what was your duty to say about it? A. That the contract in question is legal.

Q. Was it perfectly legal? A. It is a legal contract.

Q. Is it legal when it runs longer than the apparent life of the corporation? A. I don't know anything about the corporation.

Q. Why do you not? A. Because it is not my duty to know. If I was to examine——

Q. Then we come back to the same question, whose duty was it to find out? A. You are trying to find out. I don't know what success you have had.

Q. Whose duty was it in the city government to find out? I am satisfied it was your duty. You ask me if I found out. I have found out it was your duty. You say it was not. I ask you whose it was, then? A. I don't know what value that opinion is on the subject.

Mr. Moss—Not much to you, but if it is not your duty, whose was it?

The Witness—I am not the only one who shares that opinion.

Mr. Moss—I have no doubt of that; and it does not discourage me a bit. Why do you not answer the question, if it was not your duty to determine that question, whose duty was it? Can you answer it?

The Witness—I think four or five times already I have answered it.

Mr. Moss—You have not answered it once.

The Witness—Let me answer you once more, and then I will answer you as many more times as you desire, but I think once or twice would be sufficient.

The Chairman—I think that it is not necessary.

The Witness—All right, if you don't want the answers.

The Chairman—I think it is not necessary for you to go into an elaborate discussion.

The Witness—I have answered it.

Mr. Hoffman—He has answered it once.

The Witness—Suppose you answer it. I don't understand the question.

Mr. Moss—You say it is answered, Mr. Hoffman. Will you tell me what person it is that has that duty?

The Witness—Let the chairman ask the question. I am here to satisfy you.

By the Chairman:

Q. What we want to know is, who in the city government is responsible for determining the validity of the contract and the legal right of the parties to make it, if not the corporation counsel? A. The corporation counsel under the charter, as you know, prepares contracts, or passes upon them and approves them, as to the form of the contracts. Now, whether the Ramapo—

The Chairman—You have stated that several times.

The Witness—Excuse me one moment. Now, whether the Ramapo company was able to fulfill its obligations or not was something that must be determined by the board itself, you see.

They could do that by inquiring; calling before them, as you have, Mr. Dutcher, and the other gentlemen, and ask them to satisfy them by proving whether they were able to do it or not.

Q. Then it is incumbent upon them and not upon you to determine that? A. If they needed my assistance they probably would ask for it, and I would certainly give it to them with great pleasure.

Q. But you do not do it unless called upon? A. I am not obliged to do that, because I can't run all the city departments. I can advise them, and do, and will, and am prepared to do it all the time.

By Mr. Hoffman:

Q. When any head of department requires any advice in regard to any contract or any legal proposition of any kind, does he communicate with the Corporation Counsel in writing. A. Yes, sir.

Q. And upon receipt of that communication do you examine into any legal questions that may be asked by any heads of departments? A. Yes, sir; I think what Mr. Mazet is trying to find out, and Mr. Moss, although the question was not put, is this: My duties are to advise the heads of departments as to their powers to make contracts, you see—whether they have the power to contract. That I can do. But as to the power of the individuals or corporations, of course that is not my function. I haven't any power to do it.

By the Chairman:

Q. The point in my mind is this. I take it that the object of making this contract was to get water for the city? A. I assume the gentlemen had that in view.

Q. And in order to accomplish that purpose, it was not the purpose for the city to make an option which would not amount to anything, or to get the amount of the bond. That was not the purpose of the contract. The purpose was to get water for

the city; and one essential feature of that was to make a contract with a valid and responsible party or corporation, in order to secure the desired object. Is not that so?

The Witness—Is this company responsible?

The Chairman—We are trying to find out from you whether

The Witness—I don't know anything about it. I never met any of the gentlemen. I don't know anything about it. I thought perhaps you had found that out in this investigation.

The Chairman—We are also trying to find out, when the city is ready to make a contract, whose duty, if it is the duty of any one, it is to find out that the person with whom it is entering into the contract is capable of carrying out its part of the contract.

The Witness—I have shown that——

The Chairman—You say it is not any part of your functions.

The Witness—Now, wait. I assume that the gentlemen composing the board of public improvements who have been making this contract, must have satisfied, or would satisfy themselves that the company was competent and able to carry out its contract. If they were in doubt about it, and wanted any legal advice on the subject, they knew to whom to apply; and I would have advised them accordingly. I think that answers the question.

The Chairman—As far as you are able to give the answer.

The Witness—Oh, I am able to answer any question on this subject, Mr. Mazet, that you choose to ask me.

The Chairman—Now you are assuming that they have satisfied themselves?

The Witness—No; I don't know what they did. I say that if they——

The Chairman—You say you assume that they were satisfied.

The Witness—No, I don't even go so far as that. I say they can either satisfy themselves, if they have not already done it—I haven't talked with them on the subject; but they could satisfy themselves on the subject of whether or not this company was able to carry out the provisions of this agreement. I can say to you now very frankly, and only say what you yourself know, that if they never were able to carry out the agreement which was modified and changed by me, the city never would be in a position where it could complain at all, because it had an option, without spending any money or incurring any obligation at all. I believe that has been conceded by some of the gentlemen connected with the company, and I think by yourself, wasn't it, Mr. Mazet, that this was an opinion? Do you not agree that this was an option?

The Chairman—I am not here to give an opinion.

The Witness—You are a lawyer.

Mr. Moss—It has been distinctly argued and stated by Delos McCurdy, as I have heard, in the argument, that it was not merely an option, but a contract on the part of the city, and the opinion of Delos McCurdy is worth something. I do not state any opinion. I merely put that on the record now.

The Witness—I think his opinion is worth considering, as the opinion of any respectable lawyer is worth considering, but the opinion of the court is always above the opinion of the lawyer.

Mr. Moss—That has not yet been rendered.

The Witness—No.

Mr. Fallows—Perhaps in this point of view it may not be merely an option; granting that the city needed the water, of

course this option or contract would be made upon that assumption. If that contract were entered into, no further steps, I assume, would be taken by the city authorities to provide more water. Therefore when the time came, in two or three years, that the water would be needed, the city would be compelled to take their water under this option or contract with the company. In that point of view, it would not be an option, but really a contract that the city would have to carry out, would it not?

The Witness—I can say this to you, Mr. Fallows: That under this proposed agreement, if entered into by the city with the Ramapo company, the city would not be obliged during the term to take any amount of water from the Ramapo company; and the very next day after the city had made this agreement, if the city financially was able to buy its own water plant, there would be no restrictions on the city to do that. They could proceed immediately, if they had the legal power, to acquire a plant for their own purpose.

By Mr. Hoffman:

Q. In the drawing of this agreement, which you corrected—was that had in mind at the time? A. Yes, sir.

Q. Of the city being able to at some time build its own plant? A. Yes, sir; I have always been in favor of municipal ownership, and my party has always been in favor of it. The administration which has brought me into power, and others too, has publicly stated, and does now state, that we are in favor of municipal ownership.

Mr. Fallows—And yet it is fair to assume that the city authorities would enter into this option in good faith. They were not going to hold out false hopes to the Ramapo company, and then turn around and in six months build a plant.

The Witness—I do not say they would do that. You ask me the question whether the city would have the legal right to do it, and I say yes.

Mr. Fallows—I ask you what the practical effect of this contract is? It is really a contract; and if the city needed water of course it would act under the contract.

The Witness—You can call it whatever you like, but you asked me as to the legal effect, and what the rights of the city would be, and I tell you that while the city would have an option for an additional water supply, yet that would not prevent it from getting its own water supply by purchase or condemnation.

By the Chairman:

Q. What purpose would there then be in putting in a clause binding the city for forty years? A. I don't think, if you read this, that you will say that the city is tied up for forty years. If the obligation is on the part of the company and not the city, I don't see how the city will be tied up. I will let you read it and see.

By Mr. Moss:

Q. You consider the contract a good thing for the city, as you mentioned it? A. I think so. I think you do, too, don't you? You are a good lawyer. I will be willing to take your opinion.

Q. Now, this is a good thing for the city; but is not the real effect of your amendment to put this company at the power or in the power of the water commissioner for forty years? A. Well, if that is so, why I am very glad I did it, because if I can put anybody contracting with the city, or shape my contracts so that the city will have the best of it, then, of course, I think I am doing some good.

Q. Yes; but it is putting a discretion, which cannot be checked, in the hands of the water commissioner—the water commissioner, and not with the board of public improvements—the water commissioner alone, for forty years, and so putting this company under the power of that individual for that term of years. You realized that, did you not? A. You know we are not looking out for the interests of the company. We are looking out for

the interests of the city; and as long as we have the best of it why should we complain? That is for the company to do. If the company complains I do not think you ought, as a citizen, to complain.

Q. Why did you think that you were serving the best interests of the city by putting that company under the power of a single official, the water commissioner, for forty years? A. No, he is not a single official. His powers are derived from such power as he may get from the board of public improvements.

Q. Well, he has no power given him by the charter, and this agreement gives him that power individually. Now, would it not have been a better protection for the city, and a greater safeguard for the honest performance of duties forty years to come if that right had been given to a larger body—to the board of public improvements or to the water commissioner in conjunction with the mayor and the comptroller? Were you not putting a very great temptation into the hands of the water commissioner for forty years to come? A. Well, you know that might have been done if the gentlemen who framed this charter had so provided.

Mr. Moss—But you could have put the amendment in the contract.

The Witness—But the charter——

Mr. Moss—That the amount of water to be taken in the future should be determined by the water commissioner, the mayor and the comptroller, sitting together, or by the water commissioner and the board of public improvements sitting together. You do not think that the best interests of the city are conserved by putting a weapon into the hands of one official, do you?

The Witness—A weapon?

Mr. Moss—Yes, a weapon over this company.

The Witness—Well, I am not interested in the company.

Mr. Moss—But you are interested in the city, and I am asking you as a public official whether the interests of the city for forty years to come would not have been more safely conserved by putting such a tremendous power of offense, or blackmail or whatever you might call it, running into the administrations of forty years, into the hands of one officer?

The Witness—Your mind is confused with a lot of ideas.

Mr. Moss—You do not answer that question and we will let it go at that.

The Witness—Yes I will answer it. Certainly I will answer it. I am not protecting the interests of the company. What are you complained about the company for? You are complaining about——

Q. All right. You have drawn a contract running for forty years, or redrawn and amended it? A. That is right. I just amended it.

Q. Running for forty years? A. Yes, sir.

Q. And upon the assumption that the city needed water; was not that it? A. I suppose the gentlemen must have had that in mind when they——

Q. And you intended—and your advice and action went along in that line—to help the city authorities to get the water; and if there was any reason for the making of that contract there would have to be a large amount of water come through that conduit. That is plain enough, is it not? Now, by giving to one officer, when there is a need for water, and when the thing is put through under the plea of necessity for water—by giving to one officer for forty years to come the right to cut that water down to a pint a day, as one witness has put it, are you not putting into the hands of unknown single officers, for years to come, without the power of check by other officers of the city, a tremendous power that may be used for good and may be used for evil; is not that so? A. No. Let me explain to you. The char-

ter provides how these contracts shall be made. You are familiar with the charter on that point. This agreement was drawn so as to make "the commissioner of water supply or his successor." Now, you and your committee may influence the Legislature next year so as to provide that there shall be a board of seven or eight or ten or twelve men who shall succeed to the powers of the water commissioner. Do you see?

Mr. Moss—That is looking to the future for possible amendments. But you are dealing with the present charter as you find it.

The Witness—Exactly.

Q. Now, I ask you the question because it has been heretofore stated as a fair one to ask: Did you not have in your mind, you and your associates in the drawing of this agreement, a plan for getting the company under the power of the officers of the city government?

The Witness—Getting the company?

Mr. Moss—Yes.

The Witness—Oh, the company; I never considered the company.

Q. Was it not a plan for securing a hold on that company by a grasp that they would be obliged to respect? A. No, I never considered the company at all. And now that you have brought out here that they were all good Republicans, that would be an additional reason why I would not do anything to protect them.

Q. And an additional reason, perhaps, for considering them worthy of putting tight grasp upon them? A. No.

Q. Why did you do it, then?

The Witness—Do what?

Mr. Moss—Put a tight grasp upon them?

The Witness—On the company?

Mr. Moss—Yes.

The Witness—I am not interested in the company.

Q. Why did you not really restrict this contract? Why did you not provide, for instance, in definite language that could not be misunderstood, that they must provide a reservoir or some system 300 feet high at the city of New York? Why did you not do that? That would have amounted to something. A. Yes. Well, when you read this contract, Mr. Moss, and see that the commissioner of water supply shall determine how much water he shall take at any time, why you see the city is always protected; and if he should never want any he will not be obliged to take it; so that the city, under this agreement, would always have additional water supply, without any additional cost to the city.

By Mr. Hoffman:

Q. I would like to ask a question. For instance, if a contract were made to-morrow on behalf of the city by, we will say, the commissioner of highways, in order that that contract might be carried out he would have to allow the money for the carrying out of that contract, would he not? A. Yes, sir; I was going to explain something which Mr. Moss probably knows, and that is that if all these gentlemen composing the board of public improvements, including the water supply commissioner—if they had met and had adopted the contract—approved the contract—presented by this Ramapo company to them, and if the price had been double even, you see, that would not be a legal contract binding upon the city until after the board of estimate and apportionment had made an appropriation. So that there never was a time up to the present time when the public treasury was for a moment imperilled.

Q. Who constitute the board of estimate and apportionment? A. The mayor, the comptroller, myself, the president of the

council, the president of the department of taxes and assessments.

By the Chairman:

Q. But that feature of it would not in anywise affect the power of giving to the water commissioner under the terms of this contract, according to your construction of it, the right to decide that he would want one pint the next year, would it? A. Well, I think if this contract or proposed agreement comes to the board of estimate and apportionment—judging from the past, I think they would be persuaded that it was a very excellent agreement to make on the part of the city.

By Mr. Moss:

Q. That is, if they were anxious to get it? A. Because they would give to the city this additional water supply, without the city incurring the slightest obligation.

Q. That is, you think they would stand together? A. Looking to the best interests of the city.

Q. They would all stand together? A. They always do on everything that is in favor of the city.

Mr. Moss—We do not want to get too far away from the question. You always break when we get to the question.

The Witness—Excuse me.

Mr. Moss—The third section of this contract—that is the point I would make. You say you have been so earnest in looking after the interests of the city—

The Witness—I don't think I used that word.

Mr. Moss.—Careful. And that you in the interest of the city solely devised this amendment to the contract, changing it from a contract to an option on the part of the city. Now, then, we come to the real question, such as we find in paragraph 3: The said water company further covenants and agrees to furnish,

supply and deliver to the city of New York 200,000,000 of gallons of such water, at a pressure due to an elevation of 300 feet above mean tide level. On the face of this contract why did you not provide definitely and clearly where that 300 feet of height was to be put? Why did you not do that?

The Witness—Well, now, you see in order to determine all those things I would have to substitute my judgment for that of the engineers, and for all the members of the board of public improvements.

Q. No; this is a question of the legal construction of the language in the contract. Every lawyer to whom a contract of this kind, or of any kind, is substituted, must determine the legal effect of the phraseology. Why did you not, in your interest as a public official in the city matters, cause that clause to be made express and definite? Why did you not do that? A. Well, I can only answer as I did before, you know. These are questions which ought to be determined by the department, by the engineers of the department; and that comes back again to the ability of the company to fulfill its obligations. Now, I do not know whether it is or not.

Q. This is where you were easy on the company? The place where you were hard on them was simply putting them within the grasp of a single public official. The present incumbent you know full well, but others you cannot tell about because we cannot look into the future. The amendment you devised simply put that power in them. They were compelled to bring the water; but it put them in the power of a single city official.

The Witness—Put whom in the power?

Mr. Moss.—The company. But here when it comes to the real interest of the city you did not provide where the reservoir is to be erected that shall secure the 300 feet of pressure.

The Witness—Now, let me ask you: You are always talking about this company. Let me ask why are you so solicitous about this company?

Mr. Moss—I am solicitous about getting an answer from you.

The Witness.—I am giving that to you.

Mr. Moss—It is not for you to ask me why I am solicitous about anybody. It is for you to answer the questions. Now, why did you not make that definite?

The Witness—Isn't that definite enough?

Mr. Moss—No.

The Witness—Of course, then——

Q. What does that mean? I will ask you and let us see if it is definite. I will read it again. The said water company further covenants and agrees to furnish, supply and deliver to the city of New York 200,000,000 of gallons of such water at a pressure due to an elevation of 300 feet above mean tide level.

The Witness—Isn't that very clear?

Q. Where is that 300 feet to be put, under this contract? A. Well, I don't know. I suppose that would be determined by the commissioner. I suppose that means New York city.

Q. You suppose it would be determined by the commissioner? You suppose it means New York city? It is open to construction, is it not? A. No, it is not; because I understand when Mr. Holahan was here you asked him that question, and of course he is better able to answer it than I am, and he said it meant New York city.

Mr. Moss—No, he said entirely the opposite. He said he was told the next day, by an insurance man, that this was indefinite, and that if the contract ever came up before the board again it would have to be amended in that particular.

The Witness—I got my information from the newspapers, which are always a pretty safe guide.

Mr. Moss—I am giving you from the record, within the knowledge of everybody here.

The Witness—Well, if that is so——

Q. I will ask you this: Does that language compel the company to make an elevation of 300 feet at New York city? A. Yes, sir, I should think it would. Do you, Mr. Moss?

Mr. Moss—One moment. You will answer the question.

The Witness—Let me ask you the question.

Mr. Moss—You said you think that it does; and you have registered your opinion on that proposition?

The Witness—Yes, sir, and I am willing to stand by it.

Q. Did you think it would do that when the contract passed through your hands, or did you consider that question? A. No, I did not consider that very seriously. All I considered was the interest of the city which I think I protected and in which you said you agreed with me.

Q. I will read in connection with that clause the last clause of the contract:

“The company agrees to furnish, supply and deliver to the city of New York, 200,000,000 of gallons at a pressure due to an elevation of 300 feet above mean tide level.”

Then, after much other verbiage, it says:

“And to deliver such water to the party of the first part at the northern boundary of the city of New York.”

Now, by the most familiar rules of legal construction, is it not true that this company may put that 300 feet height anywhere it pleases, and that the only thing that it is bound to do is to have 300 feet pressure somewhere, and to deliver its water at the northern boundary of New York? Is not that clear to you? A. Well, I——

Mr. Hoffman—I think you will get at all these questions by looking at the third clause.

Mr. Moss—Let the witness answer. He may look at anything he pleases. I wish he might be allowed to answer when the question is put.

Mr. Hoffman—I do not think it is worth while to take up so much time. Look at the third clause.

Mr. Mazet—It is not unnecessary at all.

The Witness—You know I am here, so that I am in no hurry.

Mr. Hoffman—Look at the third clause.

The Witness—Yes, it says “at the place of delivery.” Let me see what it does say here. It is so long since I have seen this, Mr. Moss—I have had about a million contracts since I have seen this one. “Whereas, the said water company——”

Mr. Moss—It is not the preamble; it is the third part of the agreement.

The Witness (reading)—“The said water company further covenants and agrees to furnish, supply and deliver to the city of New York 200,000,000 gallons of such water, at a pressure due to an elevation of 300 feet above mean tide level.”

Mr. Moss—I know there are a whole lot of words there. We are talking about the third paragraph of the contract.

The Witness—Let us get to business.

The Chairman—Repeat the question.

Q. I will read in connection with that clause, the last clause of the contract:

“The company agrees to furnish, supply and deliver to the city of New York, 200,000,000 million of gallons at a pressure due to the elevation of 300 feet above mean tide level.”

Then, after much other verbiage, it says:

“And to deliver such water to the party of the first part at the northern boundary of the city of New York.”

Now, by the most familiar rules of legal construction, is it not true that this company may put that 300 feet of height anywhere it pleases, and that the only thing that it is bound to do is to have a 300-foot pressure somewhere and to deliver its water at the northern boundary of New York? Is not that clear to you? A. The question is so long I don't know how I can answer it, except to say this to you: That as you know I understand that this water was to be at this level in the city of New York, and I understand that from reading in the papers the testimony of Mr. Holahan. You say he did not say that. Now, if that is not so, you know, and if there is anything ambiguous about this proposed agreement it was submitted to them only as to the form and they could have amended it or changed it any way they saw fit; and if there is anything about it that you want to suggest I have no doubt they would be delighted to have you suggest it to them so that they can change it when it comes back to them.

Q. You expect it to get back to them? A. Undoubtedly. It will have to go back. Don't you think so?

Q. And you are endeavoring to get the court to vacate the injunction, are you not? A. I don't think I will have to work very hard to do that.

Q. That is the position you have taken—to vacate the injunction? A. No, I have only taken the position that these gentlemen have the right, the power, to make a contract which will be for the interest of the city.

Q. That is not answering the question. Have you not, as corporation counsel, opposing the motion for an injunction? A. We had to do that.

Q. You did, did you not? A. We had to do that.

Mr. Moss—That is an answer.

The Witness—We had to do it. That is a part of my duty. It will all go back to the department of public improvements, and there you can make any suggestions you like.

Q. You say you understood it was the intention to have the 300-feet pressure in New York? A. I only understood it in the way I have suggested to you.

Q. You have only learned that since this committee has been taking testimony? A. That is right.

Q. That is a remarkable thing, is it not? A. Oh, no.

Q. When you found in the proposed contract which came to you from the company's lawyer, through Mr. Holahan, according to the testimony—

The Witness (interrupting)—You say so now don't you?

Q. Do you know it? A. No.

Q. You do not know it? A. No.

Q. That is the testimony. I am informing you. When you found in the proposed contract there was language which looked towards establishing some kind of pressure in New York why did you not ask the representatives of your client what it was that they intended to get in the city, and then see if the language was not subject to misunderstanding? A. Well, now, the engineer of the department of water supply, Mr. Birdsall, who I am told is the best authority on water supply in this country or any other—is equal to any in any other country, when he reads the contract, you see, and when he says that the interests of the city are fully protected, it would be; you know that it would be fair to assume that an engineer of his ability would know whether or not the company was able to do that.

Q. Do you think he should be the judge of the legal phraseology of the contract? A. I would not call that legal phraseology, would you?

Mr. Moss—I should consider anything legal phraseology which compels one party to the contract to give the other what it wants.

The Witness—I think that is a fact to be determined by the engineer—whether they are able to do that or not.

Q. What is the corporation counsel for, then? A. Oh, he is to see that the contract is legal, and that all the legal requirements are complied with, and that, I think, he has done very effectually.

Q. And to determine and to see that the intention of his client is expressed in legal phraseology? A. The wisdom of making the contract——

Mr. Moss—No, not that.

The Witness—The propriety of making it?

Mr. Moss—No, not that.

The Chairman—The intention?

Q. The effect of the phraseology. Is it not your duty to determine whether the phraseology in the contract carries out the intention of your client? A. Yes; well, the intention of my client, as far as I can now——

Mr. Moss—You do not answer the question at all.

The Witness—Wait a moment.

Mr. Moss—It is a failing of the profession, I know.

The Witness—I know, but if you ask the questions and then answer them yourself I cannot get a chance.

Q. Will you answer them and save me the trouble? A. I was just going to do it when you interrupted me.

The Chairman—You are capable of answering it.

The Witness—Of course I am. I know I am if you will let me do it.

Mr. Moss—Answer it. Go on. I am willing.

The Witness—Read the question. In this discussion I have forgotten where it was.

The Chairman—You have entered into more outside discussion than any one else, and I wish you would confine yourself to answering the questions, if you can; and if you can't, say so.

The Witness—I can answer all the questions there are.

The Chairman—If you will listen to the questions you will save a great deal of time.

The Witness—Mr. Moss gets into the habit of asking cross-questions.

Q. (repeated). Is it not your duty to determine whether the phraseology in the contract carries out the intention of your client? A. Yes, sir; I suppose it does.

Q. You suppose it is your duty? A. Yes, sir; I suppose so.

Q. You stated the intention of your client to be to get a pressure in the city of New York of 300 feet? A. I told you that I assumed that that was so, from what I had heard, you see.

Q. Then it was not expressed to you when this contract was before you that it was the intention to get that pressure in the city of New York? A. No, I guess it was not told me, but it is stated in the contract, is it not?

Mr. Moss—No.

The Witness—Is it not? I think so.

Q. It does not seem to be. When you saw something in the contract looking to an attempt to get pressure in the city of New York, why did you not see that phrase was so turned that its meaning was clear and could not be subject to misunderstanding? A. I don't think there is any misunderstanding about it.

Mr. Moss—Mr. Holahan says that it was left for an insurance man, the day after the thing was published in the papers, to find out that it was in elusive language.

The Witness—Let me answer the question by saying this, and then we won't spend any unnecessary time: This is only a proposed form of contract, and if there is anything in this that requires any additional explanation, or any additional matter to be added or stricken out, that will be done when they discuss the propriety of making it.

Q. Let us see about that. Here is your letter (reading from the City Record): "I return herewith proposed contract between the Ramapo water company and the city of New York, with my approval of the same as to form. The contract sent to me was so unfavorable to the city in most of its provisions that I felt obliged to redraw it. In its present form I do not think there could be any objection to it." Was not that giving your approval to that instrument so that they were at liberty to pass it? A. It is. If they did——

Q. You did not ask them to amend it, did you? A. No. If they did——

Q. It went from your hands as a completed instrument, did it not? A. If you could only get them to approve the contract in its present form you would be doing a great service to the city.

Mr. Moss—We will put that down with two pins.

The Witness—Yes, three.

Q. If we could get them to pass that contract in its present form we would be doing a great service to the city? A. Yes, sir.

Q. You believe in it in its present form? A. I believe if you could get the company to make that proposed agreement you would be doing a great service to the city.

Q. But under that contract where would they build the reser-

voirs, do you suppose—the distributing reservoirs? A. That I have no concern with. Do you want to know the reason why I think that way?

Q. No; I want you to answer the questions and you have answered this. The first paragraph of the contract after the preamble is this:

“The said water company will furnish, supply and deliver by a gravity system of transmission, water,” etc.

What do you understand to be a gravity system of transmission? A. Well, I do not know myself, of course, but the engineer to the department determined that that would be a good way, and I suppose by gravity it means that the water should run without pumping.

Q. You suppose so. That is a natural inference, of course? A. That is all it is.

Q. Have you ever drawn any other contract in your life where similar language was used, water to be delivered by a gravity system of transmission? A. I don't know of any.

The Chairman—That is the language of the contract as it came to you from the company's office?

The Witness—It did not come to me from the company's office. From our own office—the department of public improvements. I think that is the evidence.

Mr. Moss—Yes. Now, you looked upon this as a very important contract, did you not?

The Witness—I think it is a very important contract.

Q. It was a great departure from the custom of the city to make a large contract for water like that, was it not? A. Well, I am not aware that the city ever made a contract like this before.

Q. No; and a contract for forty years? A. The city never made this contract, you know.

Q. I understand, and the contract for forty years is much longer than usual, involving a large payment of money, if the water was taken? A. Yes, sir.

Q. Now, with such a contract as this, so novel in most of its features, why did you not cause to be more definitely and clearly specified the way in which that water was to be brought to the city than by that expression "the gravity system?" A. Is that system bad? I don't know.

Mr. Moss—I do not know.

The Witness—I do not know, either.

Q. But when no such phraseology has been used in a water contract before, and when you are dealing with a company about which you know nothing, would it not seem very important to have definitely specified the means by which that water was to be brought to the city? A. Not to me. It would not be for me to determine, you know.

Q. For instance, if the city became committed to a forty-year contract, to a method of getting water, and some day it should turn out that the system for its transmission had failed at some vital point, the city would have thrown away all the time and labor and waiting involved, would it not? A. In that question you ask me if there is absolute necessity for water?

Q. Is there not? A. I understand there is.

The Chairman—Then that is a reasonable assumption. Why need you comment upon it?

The Witness—I thought there was some doubt of it in the minds of somebody here that there was not any necessity for it. I thought that was what he was asking about.

Q. Is there any reason why in this most important part of the contract there was not a definite specification of the method to be used? A. How do I know? How can I determine that?

Those are things that are to be determined, and are determined, by the engineers of the department.

Q. That is an answer. Now come to the sixth clause:

“The city of New York agrees to authorize, and does hereby authorize, the said water company to act as the agent and representative of the city of New York, so far as it may lawfully do so, in doing whatever may be necessary for the fulfilment of this contract.”

Do you think that, as the legal officer of the city, you were protecting the interests of the city in granting to this unknown company the right to represent the city in doing whatever may be necessary to carry out that contract? A. Well, I don't think the company has very much rights under this supposed agreement; but I think the agreement which was sent over there, Mr. Moss, even in its present form, if it should not be changed by the board of public improvements—of course they would have the right to do it—is a very good agreement for the city.

Q. Yes, you have said that; but now I will ask you what does this mean? You give to the contracting company the right to act as agent and representative of the city in doing whatever may be necessary for the fulfilment of this contract. What does that mean? A. Well, I don't know that I can tell you exactly what it does mean.

Mr. Moss—We want you to tell us what it does mean, because this is the contract that passed through your hands.

The Witness—Except that it is customary is all the contracts to put that phrase in.

Q. Did you ever draw a forty year contract, or a possible \$200,000,000 contract, in which you gave to the contractor the right to represent the city of New York? A. Frequently in some of the old contracts, I believe—that phraseology—

Q. What contract? A. I don't know of any. But there never was a contract like this before drawn.

Q. That is it. There never was a contract like this before?

A. The city never made a contract for water, like this contract. So far as I know it is the only contract of the kind.

Q. That being so, it having no pattern, there being no precedent for it, will you tell me what you thought you were giving to that company in the way of rights under that clause? What could it do? A. They don't consider that we were giving very much to them.

Q. What could it do under that clause? A. That company couldn't do anything that I know of.

Q. You give it the right to represent the city and to act as its agent. How could it represent the city and act as its agent? A. I don't give them anything. The board——

Mr. Moss—The contract does.

The Witness—No, the contract never was signed. It has not been passed upon yet.

Q. That is simply an evasion, Mr. Whalen. I put it to you again. Here is a contract that stands entirely by itself. There is no pattern for it. And in this contract—you have passed it through your hands; it has your approval—there is a clause giving to the company the right to be the representative and the agent of the city of New York in the doing of whatever may be necessary to carry out the contract. Now, does that mean, in your mind? A. I don't know exactly what it does mean, except that in the contracts usually drawn by the city the phraseology of the contracts sometimes differs, and I suppose this differed from all the others.

Q. Have you any idea of what rights this company would have under that clause? A. They wouldn't have any.

Q. Why not?

The Witness—What rights would they have?

Mr. Moss—Is it a meaningless clause?

The Witness—I think so. It does not mean anything. They never get into the city of New York; they only come to the city line.

Q. Why was it left in the contract, then? A. I don't know.

Q. If it meant nothing, and you did not think you were giving anything, why did you leave in this contract a clause which gave to a company which you knew nothing about, the paper right to be the agent and representative of the city of New York? A. Let me tell you again—I didn't give them any rights, and up to the present time they have no rights whatever, so far as I know.

Mr. Moss—That is a mere evasion.

The Witness—It is not an evasion.

Mr. Moss—You have to treat this paper as though it were executed. You put it out with your letter approving it, saying that it was correct, and giving it to them for the purpose of approval. Now, if you did not know what rights these people might have under that clause, why did you leave in such a clause as that, which for forty years constituted that company the agent of the city for purposes which you do not understand, and having rights which you cannot tell anything about?

The Witness—Oh, yes, I did understand.

Q. What do you understand about it? A. Yes, sir; I do understand.

Q. What do you understand about it?

The Witness—Don't you put it that way.

Mr. Moss—What do you understand about it?

The Witness—Just wait.

Mr. Moss—Answer.

The Witness—I am going to answer. Just wait. Now, this contract was submitted by me to the board of public improvements as to the form only. You understand that is all the charter requires. It gave to the board of public improvements the right to do what he pleased with it. If they wanted to shorten the term, that was for them to determine, or make the price less. See! It was not for me to determine whether or not they should make the contract.

Mr. Moss—I will read from section 255 of the charter:

“The corporation counsel shall have charge and conduct of the legal proceedings necessary in opening, widening, altering and closing streets, and acquiring real estate and interests therein for the city, by condemnation proceedings, and the preparation of all leases, deeds, contracts, bonds and other legal papers of the city, whereof, or connected with any department, board of officers thereof, and he shall approve as to form all such contracts, leases, deeds, bonds and other legal papers. He shall be the legal adviser of the mayor, the municipal assembly, and the various departments and boards and officers, and it shall be his duty,” and so on.

The Witness—We both agree as to that.

Q. Now, in order to carry out this contract there would have to be condemnation proceedings, would there not? A. Not that I know of.

Q. They would have to bring the water down to New York, would they not? A. We would not have——

Q. Would they not? A. Of course they come down to the city line, as I understand it.

Q. There would have to be land condemned in the Catskill region. There would have to be land condemned all the way down, for the reception of their pipe-lines, would there not? A. They could purchase it, you know.

Q. They could; but there probably would be condemnation proceedings. There generally are in such matters, are there not?

A. I don't know whether private companies condemn as a rule. I think not. The city does.

Q. You think that private companies do not condemn as a rule? The city does. Ah! You have given to this corporation the right to represent the city and the right to act as its agent and representative in anything and everything that may be necessary to carry out the contract.

The Witness—Is that the answer to the question?

Q. Have you not?

The Witness—Have you given the answer?

Q. It is not so? A. Why, no; certainly not.

Q. What is the answer, then? A. The corporation, of course, can either purchase or condemn, I suppose, under the law; and the only thing that the city of New York would be concerned with or have any interest in, provided this agreement was carried into effect, would be that when they reached the city line, then they would be in a position to give to the city of New York the water which, under this agreement, they propose to buy.

Q. That is perfectly true; you have stated the status of the corporation. It is much less powerful than the status of the city of New York. But in order to help that corporation to get its lines built and to get them into the city of New York, your contract would make it the legal agent and representative of the city, would it not?

The Witness—That is not so.

Mr. Moss—What is it for, then?

The Witness—That is not so.

Mr. Moss—What is it for?

The Witness—What is what for?

Mr. Moss—This clause. A. I don't know.

Q. The agent and representative of the city in all things that may be necessary— A. (Interrupting). The city could not delegate its powers to a private corporation, or to an individual.

Q. Then why did you let it do so? A. We didn't do it. It is not signed at all.

Q. Did you not mean it should be signed? A. Oh, well, if the board of public improvements—

Mr. Moss—You say it would be a good thing for the city if it is signed.

The Witness—I say it would be a very good thing.

Q. Even though it delegated its powers, which it ought not to do? A. It does not delegate any powers.

HON CHARLES H. TRUAX, being duly sworn, testified as follows:

The Witness—I want to state that I have not evaded service, as published in the newspapers, or attempted to evade service. I have been in the court house every day and could have been found at any time.

By Mr. Moss:

Q. What paper did you see that in Judge? A. I saw it in one of the papers that there had been difficulty in finding Judge Truax.

The Witness—Thank you.

The Chairman—The committee repudiates any such statements.

Mr. Moss—If there has been such a statement, it has been assumed in whole. This is the first time you have been asked to appear here.

The Witness—I am one of the stockholders of the Ramapo company. I was employed by the company with Mr. Lauterbach and General Tracy, as assistant counsel. I do not know where the secretary of the company is to-day; or where he has been lately. I do not know where the books of the company are, except I suppose they are in Brooklyn. I can state the name of a person who has received stock by purchase or by transfer during the last year. It is Charles H. Truax. I know a man who has told me that he has bought some—Mr. William Roussens. I think he was elected director last year, Mr. Moss, but I am not positive about it. Mr. Dutcher told me that he had bought some stock since he became president. I do not recall any other person just now.

Q. Do you know of any property owned by the corporation?

A. I understand that there is a piece of real estate owned by the corporation. I do not know where that is. I do not know how large it is. I understand that it is a farm bought to control a water site. Now, that is only information that I had got from somebody, in the many conversations that I have had in reference to this matter. I have had conversations with reference to the Ramapo company or its business matters, with persons prominent in political life—Mr. Richard Croker. That conversation was on the 15th day of October, 1897, the day that one of the yellow journals published an attack on me editorially, and Mr. Croker, for his connection with the Ramapo water company. It was at a dinner given by a friend of his and mine to us; and Mr. Croker sat opposite to me on the other side of the table and asked me—I think the editorial was headed “The Great Ramapo Robbery”—and Mr. Croker during the dinner asked me what this Ramapo thing was. He said that he never had heard of it before; and I told him it was a good thing. That is all the conversation I ever had with Mr. Croker. That covers the entire matter, except once about—on Monday night I happened to be in the theater with Mr. Croker, and the first time I had seen him, by the way, since he went to Europe last year; and Rogers

Brothers sang a song about the citizens of New York—that they were willing to pay for ale and porter but they would not pay for water; and Mr. Croker was in another box, and I reached over to him and I said, “perhaps it would be well for them to pay for more water and less ale and porter.” I never spoke to Mr. Croker in England about the matter. I never mentioned it, Mr. Moss, directly or indirectly, by innuendo or otherwise, in letter or in any way, until that night on the 15th day of October; and I remember it because I looked at the paper to-day to see when the editorial came out. That is the way I happen to remember it; and I will tell you at whose house we were at dinner, if you think it necessary; and I don’t suppose Mr. Croker remembers it. I happen to because I was mad.

Q. Do you know the home address of the secretary? A. Brooklyn—no, I thought it was Brooklyn until a few days ago I asked for his address and somebody told me it was New York city. That is, Mr. Lamont, the secretary. I supposed, until a week or ten days ago, he lived in Brooklyn; but I was told it was in New York. I drew the amendments in the bill of 1895. I did not do anything to assist in getting them passed. I was not in Albany during the year 1895, Mr. Moss; not even to go through it. It was I who proposed the amendments or Mr. Lauterbach. I will tell you what my idea was. The Ramapo water company was originally organized primarily for the purpose of taking water from the Ramapo river. They had a bill of which I knew nothing. I never had heard of the company until after that bill had been introduced. There was a bill introduced. I never could exactly understand why it was introduced—this little short bill of three or four lines, that you probably have seen. When the matter was brought to my attention I said that no state could create a corporation that could take waters from a river that ran into another state, no more than one farmer who lives up the hill can divert the water of a stream running down that hill through the farm of another person; and I said it would be necessary, in my opinion—if they were going to get an amendment, they might as well get a good amendment as one that was

not good for anything. You cannot divert the waters of the Delaware river so that they will not run into the state of New Jersey; nor can you divert the waters of the Susquehanna so that they will not run into the state of Pennsylvania, or the waters of the Hoosatonic or the Ten Mile river so that they will not run into the state of Massachusetts or Connecticut. I do not know what was the purpose of the original bill. I know nothing at all about it. As I say, the original bill had been introduced and had been printed before I knew anything about that company.

The Witness—Mr. Moss, I heard you ask the corporation counsel about a clause in that contract.

Q. I have not asked you any question about it. I will ask you this, though: Had you anything to do with the preparation of that contract? A. Strictly speaking, no. I revised it.

Q. You revised the contract as drawn by Mr. Ingraham, or as drawn by Mr. Lauterbach? A. I revised a contract that was handed to me by either Mr. Lauterbach or some man from his office. The contract that was printed in the papers I never saw until it was printed in the papers. That was the first time I ever saw that contract or even heard of it. I do not know the street and house address of the secretary in New York; never heard of it.

Q. Would you be able to find him if you tried, do you think? A. I would not try.

Q. That is, as one of the stockholders of the company, in the present condition of affairs you would prefer that it be not examined? A. No.

Q. Why would you not try to find him? A. I know more about this than any other man.

Mr. Moss—I thought that was what you meant.

The Witness—No.

Q. Why would you not try to find him? A. Because I am busy and it is not any part of my duty to act as a messenger boy for this committee.

Mr. Moss—I did not ask you to do that.

The Witness—You asked me to try and find him.

Mr. Moss—I did not. I asked you if you would be willing to.

The Witness—Well, that is the same thing, I suppose.

Q. And you see no reason why the secretary should be found or produced, do you? A. I see no reason.

HON. JOHN WHALEN, being recalled and further examined, testified as follows:

Examined by Mr. Moss:

Q. What rights could the contractors take under that clause six? A. Well, the city would not give him any right. It is a mere surplusage and has not any meaning at all.

Q. What right could they take? A. It has no meaning whatever.

Q. If that is mere surplusage and he could take no real rights, why did you leave in the form a clause under which he might claim rights and bring litigation upon you? A. Oh, he could not claim any rights under that. You could not prevent him from bringing litigation, you know. That is a thing you cannot help.

Q. No; but when you give him a clause upon which he may build a suit, is that doing the best thing for the city? A. Yes, sir. There is nothing under the contract which gave to the Ramapo company any right whatever. If the Ramapo company might bring suit, that is something we cannot tell about.

Q. What was said to you about that clause? A. Not a thing.

Q. What did you ask about it? A. I didn't ask anything about it.

Q. Why did you not ask Mr. Dalton or Mr. Holahan what they supposed was meant by that clause? A. That was not necessary for me to ask them.

Q. Was it—the original draft that was presented to you? A. I think it is in this draft, is it not?

Mr. Moss—I think it is.

The Witness—Yes, sir.

Q. Well, when you were revising and approving the contract why did you not strike out that which you say gave nothing? A. Oh, that is not material. What difference does it make if it is in there? It is not material.

Q. You have already drawn attention to the fact that the city can condemn more easily than private persons? A. I don't think I said that. I didn't intend to say it that way.

Mr. Moss—You said the city could condemn and the corporation could not.

The Witness—Oh, no.

Q. Can this corporation condemn land? A. I don't know anything about this corporation.

Q. Has it the power to condemn land? A. I don't know anything about it at all.

Q. Look here. When you allow the form of contract to grant to them the power to represent the city in matters which necessarily point to condemnation, why did you not find out whether the corporation itself had the power to condemn or not? A. Well, you know if you ask those questions and answer them yourself, all right.

Q. Did you not? A. As I told you, I have no interest in the corporation, and what their powers are I don't know. The

gentleman who knew all about the corporation was on the stand just a moment ago, and he could have told you.

Q. What is the corporation law on that subject? A. I don't know what powers they have under their charter. I never read it.

Q. What is the corporation law under which this corporation is incorporated? A. I don't know. I never read it.

Q. What act was this water company incorporated under? A. Really I couldn't tell you, for I never read the charter. I don't know anything about it.

Q. What act must such a company be incorporated under? A. I do not know whether it is under the manufacturing act.

Q. What is the act under which it is proper to incorporate a water company like this? A. I don't know. I tell you that I don't know when it was incorporated or how it was incorporated or under what act.

Q. But what is the appropriate general statute of the state of New York under which such a company could be incorporated? A. I do not really know.

Q. For instance, if you were asked——

The Chairman—He has answered the question. He says he does not know.

The Witness—I don't know what act they incorporated under, or how they were incorporated. I never saw their certificate of incorporation.

Q. What act of this state, what general act, defines and limits the powers of water companies? A. I don't know anything about it.

Q. Did you ever read that? A. I have nothing to do with that at all.

Q. You never read the acts defining the powers of water companies, did you? A. Oh, I have read nearly all the legislative acts that have ever been passed.

Q. Did you read that? A. I can't call it to mind. If you

have in your mind any particular act you want to draw my attention to, I will tell you.

Mr. Moss—I am speaking of the general act concerning water companies.

The Witness—If there is anything you desire to call my attention to, if you will just tell me what it is——

The Chairman—He has asked you whether you have ever read this act?

The Witness—I don't know under what act this company has been incorporated, or whether it has ever been incorporated.

The Chairman—He asked you the question whether you ever read the general act.

The Witness—Oh, I have read all the acts, I suppose. I read so many acts I forget them.

By Mr. Moss.

Q. This clause applies not only to condemnation but to every item in the contract: "May represent the city in doing whatever may be necessary for the fulfillment of this contract." What other things are there in this contract that are necessary for its fulfillment, besides the condemnation of land? A. All that the company, the Ramapo company, have to-day under this agreement is to furnish the water required by the city at the gates of the city, after the tests are made, and at the levels. That is all.

Q. Is that your construction of the contract? A. I think so. It will be your construction if you will read it.

Q. Does that construction depend upon the phraseology of this contract? A. I don't know. If there is anything in particular that you desire to know, and will draw my attention to it, I will be very glad to tell you. I do not know as much about

this company as some of the other gentlemen you have had here.

Q. I call your attention to section 8 of the contract:

"It is hereby agreed by and between the parties hereto, that the time herein fixed for the delivery of such water as is herein provided, may be deferred at the option of the water company for a period equal to the time during which the said water company shall be delayed or interfered with in the construction of the works necessary for the delivery of such water, by any injunction or legal proceedings, or by strikes of workmen, or by any other cause of delay not within the power of the said water company to remedy or overcome."

What does that clause mean? A. That is a very, very important section to put in every contract.

Q. No; but what does that mean? A. It means just what it says there.

Q. What does that mean? A. Read it again.

Mr. Moss—I have read it.

The Witness—I can't explain it any clearer than it is there.

Q. You cannot explain it any clearer? A. Than it is in the contract.

Q. Here is a three year contract. How long might this company extend its time of construction under that clause, No. 8?

A. I could not tell you as to the time.

Q. Is there any limit? A. Oh, yes; there would be, if the city required water.

Q. What limit? A. Well, I don't know, Mr. Moss, that I can answer it better than to say that in all contracts there is just such a provision. Now, wait until I tell you. Let me tell you, because as a lawyer you know yourself better than I can tell you, probably. That is, that in all contracts provision is made that strikes or injunctions shall not count against the time.

Mr. Moss—But you say "any other cause," without limitation.

The Witness—It means any other legal cause, does it not?

Q. Why do you not say legal? A. Well, you can't always put in all the words.

Q. And if it said "any other legal cause," what would that mean? A. Well, it would not mean—you know, when you say any other cause, that don't mean because the president went to Europe that that should be a cause why they should not fulfill their contract. It means any legal cause.

Q. Did you think that this city needed this water right away? A. So far as I am personally concerned, I have no information on the subject except that I have got through the water commissioner and Mr. Holahan, whose duty it is to ascertain that fact, and they have reported and now say, and you admit, that there is a necessity for water.

Q. You understood that to be the prime reason for the making of a contract like this, when you believed in municipal ownership? A. Yes, sir.

Q. Great necessity? A. Yes, sir.

Q. Time was important, was it not? A. Yes, sir.

Q. Therefore it was made a three year contract? A. Yes, sir.

Q. I ask you, this being made a three year contract, how long could it be extended under this section 8? A. That would be for the——

Q. For the courts? A. For the courts to determine whether the cause was a legal one or not. That is all.

Q. But you put it at the option of the water company, do you not? A. No.

Q. Why did you not reserve that same option? A. I beg your pardon, Mr. Moss. You are wrong. Please read it.

Q. The time herein fixed for the delivery of such water may be deferred at the option of the said water company? A. Why? How?

Q. Well, for any other cause? A. Ah, any other legal cause, in addition to the reasons which you have stated. Why did you not state the whole of it?

Q. Well, where is that word "legal"? A. It is not necessary. It is not necessary to say "legal cause" is it?

Mr. Moss—I am asking you.

The Witness—I am telling you.

Q. When I ask you how long that three years might be extended under section 8, I have reference especially to the statute of limitations. It might be possible, you know—contractors are tricky. You find them so sometimes, do you not? You have to be careful in drawing your contracts? A. I would not like to say that.

Mr. Moss—I will not say that. That may be too broad an expression.

The Witness—I think so.

Q. But contractors are always trying to get favorable contracts, are they not? A. Yes, sir.

Q. And when I put that before you, it is for the purpose of protecting the city in a matter where the contractor is trying to get the good end of the stick? A. Well, no, not under the contract, you know. He can do very little under the contract.

Q. Now, is there any provision under the statute of limitations, or in any similar law, by which you could limit all the possible extending of this contract under section 8? A. The section which you have just read defines the causes for any delay on their part in the fulfillment of the contract.

Q. Yes? Let us see "a legal cause." Supposing the company had arranged to borrow \$50,000 on its stock. Suppose it had sold the stock and had parted with possession of it, but the man who was to pay for it failed, or ran away, or something happened to him, and the \$50,000 or \$50,000,000, as the case may be, did not come into the hands of the company, and therefore it was financially embarrassed, and had to do something else that took time to make other arrangements in order to get the money. Would

not that be one of the other causes of delay? A. Well, if you ask me to give you my own opinion, I should say not.

Q. Supposing the treasurer of the concern, presumably now having the moneys of the concern, and he is now difficult to locate, should not be located when the company wanted him, so that it was delayed by reason of the holding back, temporarily if you please, of its moneys, would not that be a legal cause? A. I should say not.

Q. Would not that be one of the other causes? A. No, sir.

Q. When you put such a strong expression "or any other cause" in it, do you not think it should have been limited most carefully? A. Well, I should think that that was plain enough, myself. I don't know what you think.

Q. Would it not be possible for this contract to be extended ten years, by strikes, suits, injunctions, and other causes? A. I can't say about that.

Q. It might be? A. I don't know. I can't say that that is so.

Q. And if that was so this great need of water would have to be postponed for that ten years, would it not? A. I don't say that is so.

Q. Is it so or is it not so? A. How can I tell?

Mr. Moss—If you cannot tell, that is an answer.

The Witness—I don't believe you can, either. How can you tell?

Q. What did you do to provide against the possibility of this matter being tied up for ten years by those other causes, so-called? A. I provided that the Ramapo company should bring the kind of water that the commissioner of water supply wanted, to the gates of the city, where it should remain for such a time as he might determine within forty years, to that he might take daily as much as he wanted of it.

Q. Then there is this clause: "It is hereby further agreed by and between the parties hereto that this contract may be modified, altered or amended hereafter in such manner as the parties

may deem to be necessary or desirable." Who were the parties to this contract? A. The Ramapo company and the city of New York, I assume—or the water supply commissioner.

Q. The water supply commissioner was the man meant? A. The commissioner of water supply, yes, sir.

Q. So that you left it to the water supply commissioner and the Ramapo company to amend this contract in any way they might deem advisable? You understood that? A. Yes, sir. I understand perfectly what that means, too.

Q. What does that mean? A. The engineer, Mr. Birdsall, was of the opinion that instead of 200,000,000 of gallons per day the city by the time this company would be able to furnish the water would require 300, and of course you would have to modify that agreement, and you would have to increase the number of gallons, would you not?

Mr. Moss—Yes.

The Witness—And he wanted to change that.

Q. So you think the commissioner of water supply should have the power to arrange with the company to change the contract in that particular, do you? A. No, I say—you asked me the reason. I was just explaining it to you.

Mr. Moss—That would require consent of both parties to the contract?

The Witness—That is what I say.

The Chairman—And the contract reads now that they shall not exceed 200,000,000?

The Witness—Yes, sir, that is the way I explain it.

By Mr. Moss:

Q. You meant to leave it to the commissioner of water supply?

A. No.

Q. Listen to me. To determine for the city when he would want the contract modified in that respect. Did you? A. No. The commissioner of water supply must get his powers from the department of public improvements.

Mr. Moss—But you do not say so.

The Witness—Oh, well, he might make any contract, the parties——

Q. If the board of public improvements modifies this contract, in which the power is given to him, then the board of public improvements has acted, has it not? A. No, the department of public improvements approve of the making of this contract, and, by resolution adopted by the board of public improvements, authorize the commissioner of water supply to make them. The commissioner of water supply, independent of the board of public improvements, has no power whatever.

Mr. Moss—We asked you to produce a list of the judgments entered by consent and stipulation against the city of New York since you have been corporation counsel. Have you got it?

The Witness—No, sir.

Q. Why not? A. The judgments are sent to the finance department, and the records are all filed in the county clerk's office. I could not—I haven't got force enough to make them up.

Q. What? You have not got force enough to write up the judgments that have been entered by consent against the city of New York? A. I can't take them away from their work. If there is any particular judgment you desire, I should be very glad to do it.

Mr. Moss—We want to know how many there are?

The Witness—I don't know. All of them are in the finance department, and I think they would supply them with a great deal of pleasure.

Mr. Moss—The finance department has supplied us with so much that I should dislike to burden them with any more.

The Witness—It is the department of the city government where everything goes to.

Mr. Moss—I understand. But they have been supplying lists that we have called for of employees in the various departments, and lists of various kinds, and I have not yet succeeded in getting very many lists from the corporation counsel's office.

The Witness—I have sent you a copy of the reports and in the reports all the information that I have is contained. The originals are all filed in the finance department or in the clerk's office.

Q. How many judgments have been entered by your consent or stipulation against the city, since the 1st of January, 1898? A. I could not say how many.

Q. How many thousand? A. Oh, I can't say.

Q. You cannot say how many thousand? A. No. I will give you the number if you desire:

Mr. Moss—I would like to have it.

The Witness—I will send it to you with pleasure.

Mr. Moss—Let us see what you know about it without having to wait.

The Witness—Yes, sir, that is right.

Q. Are there as many as 10,000? A. Oh, no. Now, just let me send the number.

Q. Are there as many as 10,000? A. Nothing like it.

Q. Are you sure of that? A. I am quite sure, I think. Oh, nothing like it.

Q. Are there as many as 5,000? A. I should not think so. Then the average has been increased a little bit by reason of the consolidation of all the city.

Mr. Moss—Undoubtedly there would be some increase.

The Witness—Quite a good deal of increase. Would you not like to know how these judgments are obtained, while I am here?

Q. Have you any definite idea about the number of those judgments? A. No; I would not like to guess at it; I would rather be accurate about it.

Mr. Moss—Here is the requirement to produce a true list of the judgments entered against the city of New York by default or by offer to allow judgment, since January 1, 1898, giving the date, the amount, the nature of the claims, and the names of the plaintiffs' attorney. That you say you cannot give because you have not the force to make it.

The Witness—No. I say I would have to send to the county clerk's office and get the records. The judgment rolls are all filed in the county clerk's office.

Mr. Moss—But you have an office register.

The Witness—I can give you the number, yes, certainly.

Q. Can you not give us all I have asked for here, from your office records? A. I think I have given them to you in my report.

Q. Can you not give us all I have asked for here from your office records? A. I think so, yes, sir.

Q. Do you know? A. Yes, certainly, I know all about it.

Q. But do you know that you can give from your office records what we have asked for in the subpoena? A. Certainly.

Q. Why did you not do it, then? A. Simply because my force is very buisy doing other work, and whenever the committee want it I will give it to them with a great deal of pleasure.

Q. How long will it take to write up this list? A. Some little time.

Q. How long? A. Some few days.

Q. A week? A. Yes, sir, a couple of weeks. Do you really want them?

The Chairman—That is not a fair question to ask.

The Witness—Why?

The Chairman—You have been served with a subpoena to bring them here.

The Witness—Let me tell you that I have already sent to Mr. Moss a copy of my printed report. That is all I can do. I can only send him a copy of it again.

By Mr. Hoffman:

Q. Does that contain all these judgments? A. Everything, every judgment.

Q. That has been already supplied? A. Yes, sir.

Q. Does it specify the judgments that have been entered by consent or by default? A. I think it does. I am not sure about that.

By Mr. Moss:

Q. You have answered Mr. Hoffman very readily. I do not want to contradict you, but you had better be careful what you state. A. If you want the information, of course you can have it. That is all there is to it. As to the time——

Q. A person sues the city, and if you see fit, exercising your judgment as an officer of the city, you may consent to allow the judgment? A. No, I can't consent unless he has got a legal claim against the city.

Q. If you believe the claim is legal, you can consent? A. I don't think about it at all.

Q. Who else helps you think? A. Well, the parties are examined as to the legality of their claim. Now, let me tell you——

Mr. Moss—No, hold on, and answer the question.

The Witness—All right.

Q. Is there any officer of the city government under the law—I am not speaking of you alone, but under the law—whose consent is necessary in addition to that of the corporation counsel?

A. No.

Q. You alone may consent? Now when you consent to a judgment against the city, does the defendant get costs? A. No.

Q. It does not? A. Sometimes it does and sometimes it does not. It depends upon who he is and how he is practicing. If you find an attorney practicing for costs, he generally gets them; and if you find a man who wants to collect his legal claim, he don't get any.

Mr. Moss—Supposing he sues?

The Witness—Oh, well.

Q. Supposing he sues and gets the judgments, does not he enter upon his costs? A. Oh, yes.

Q. How much costs are there generally in one of those actions where the judgment was entered by default? A. About fifteen dollars. It averages about fifteen dollars.

Q. It is more than that frequently, is it not? A. No.

Q. With the disbursements?

The Chairman—It is sometimes twenty dollars?

The Witness—About that. Mr. Mazet knows. He had one case.

Q. That applies to each one of the cases. If there be some thousands of those cases it means fifteen or twenty dollars in each case, does it not? A. No, that is not the way we do it. I was going to make it plain to you, if you will let me do it, and it would save a great deal of time, I think, if you will.

Mr. Moss—I prefer to have you answer the question.

The Witness—Very good. After you get through, then I can explain it in my own way, can't I?

Mr. Moss—Well, this list of judgments you will furnish to me as required by the subpoena?

The Witness—I would like to make it clear about those judgments before I get through.

Mr. Hoffman—You will have an opportunity.

The Witness—Thank you very much.

Q. Did you have any consultation with Mr. Lauterbach, as far back as April, about this contract? A. I don't remember. I see everybody that comes, and it is possible that I may have. I don't recollect any other.

Q. Did you have any consultation with him about the contract? A. I had very few, if any. He may have spoken to me about it. I don't remember. I saw by the papers——

Q. Did he not present the contract to you? A. I don't think he did. I don't remember that he did.

Mr. Moss—I understand he testified——

The Witness—I saw in the papers that Mr. Lauterbach stated that he did have a conversation with me. If he did, it was just a casual conversation, and made no impression on my mind. I don't remember it. I would not say he did not. I would cheerfully say yes if I remembered it.

Q. Have you rendered any opinion or taken any action officially with reference to the contract with John B. McDonald, on the Jerome Reservoir? A. No, sir.

Q. Has that matter come before you in any shape? A. I am very glad you spoke about that.

Mr. Moss—I have asked you the simple question.

The Witness—Mr. McDonald called——

Mr. Moss—Do not state that.

The Witness—Oh, yes.

Mr. Moss—I have asked you a simple question.

The Witness—I am going to tell you.

Mr. Moss—I object.

Mr. Hoffman—The witness ought to be allowed to answer the question.

The Witness—I am going to give it, too.

Mr. Moss—I submit, that is all.

The Witness—I am going to give it. I will give it to the reporters here——

Mr. Moss—This thing had better be stopped.

The Chairman—This is very undignified for the corporation counsel.

Mr. Moss—A few days ago that same performance went through, by a larger man, and I did not object, because it referred to me personally; but I do not think this committee can sit here with respect to itself and permit witnesses to turn to even as reputable and pleasant men as these are, to hand out their information. Let them get off the stand before they do that. Mr. Whalen is at liberty to give any information he wants to the reporters, but not on the stand.

The Chairman—You were asked for information in regard to these matters that were entered by consent or default.

The Witness—Then I want the privilege, because I know how fair you are.

The Chairman—Never mind how fair I am. We do not want any comments.

The Witness—Then I will withdraw it.

The Chairman—I think so. Make no reference to me.

The Witness—Very good. Mr. Moss wanted to know something about the judgments. You know it is a custom of the city to every year set aside a fund to be known as the judgment fund, and out of this judgment fund are to be paid claims where no provision of law is made. For instance (I was going to say something, but I won't, except to say, for instance), all the suits that are brought for personal injuries and various other claims, legal claims against the city, for which no provision can be made in advance—they are all paid out what is called the judgment fund. The litigations of course arising from various causes are of course sent to the various departments, and we have to rely upon information sent by the different departments, entirely.

The Chairman—Then you make an examination of the claim and are satisfied that the claim is a valid one before allowing judgment to be taken?

The Witness—We examine the claimant himself, and he furnishes all the proofs that he would furnish in court, and we have all the legal evidence of the correctness of his claim before the judgment is entered. Very frequently an attorney will waive his costs, where a suit has been brought, and frequently they insist upon costs; and of course they are entitled to them legally.

The Chairman—I understand that sometimes in those cases the board supplies money to different departments of the city, where there is no special fund out of which it can be taken and be paid, it has to be in the form of a judgment before the city can pay it out of that fund?

The Witness—Yes, sir; the judgment has to be docketed and obtained before the fund is available. That is the only way the claimant can get his money. That is only for payment of claims where no appropriations have been made. Now, Mr. Chairman, Mr. Moss asked me about——

Mr. Moss—Before you go on about that, can you tell us the total of the judgments entered by consents?

The Witness—Well, the consent is not exactly the word.

Q. By default? A. The city confesses judgment.

The Chairman—Make offers of judgment?

The Witness—The city makes an offer of judgment.

Q. Have you any idea of the amount? A. I have not.

Q. How many hundreds of thousands of dollars? A. When it gets into that form, then the city compromises, and I make the offer of what I think the city ought to pay.

The Chairman—Is it a matter resting in your judgment, to some extent?

The Witness—I know what the amount is. The amount is determined by the proof presented. Sometimes a man would rather settle that litigate for two or three years, and certainly the city is benefited by it.

By Mr. Moss:

Q. When the judgment is entered in that way, you are the only officer who has to consent to it; but in all other ways, in getting money from the city, there have not to be consents of other officers, or official action of other officers?

The Witness—It is the only way you can do it. The result is the same as if there were only one. But there are so many checks, it is impossible for any mistake to be made.

Q. It comes down to a matter of judgment, does it not? A. No, it comes down to a matter of right.

Q. The right, as one man determines it? A. No; the one man determines that the claim presented is right by reason of the figures. In all the contract cases it is only a question of calculation, don't you know?

By Mr. Hoffman:

Q. Are these confessions of judgment made before a suit is instituted, or subsequently to the institution of a suit? A. Sometimes when the city has a good defense—for instance, up to the last year all the lunacy proceedings—you never could tell how many lunacy proceedings would be instituted by the city, and the fee of the commissioners and the counsel were determined by the judge at special sessions, who made an order, and upon that order judgment was obtained, and it was paid out of the judgment fund. Now, those things you cannot determine in advance, and no preparation can be made for them, you see. There is the amount fixed by the judge, who has the power to do it.

By the Chairman:

Q. Do you have no control over fixing the amount in those cases? A. I have no control at all. Those are the character of judgments. Then again, under the statute, as you know, where counsel is assigned to defend a murder case, his compensation is fixed by the judge, and that is paid out of the judgment fund. There is no defense to it. So those go to make up a large number of judgments which the city has to pay out every day. Now, Mr. Chairman, Mr. Moss asked me about whether I had rendered an opinion in favor of Mr. McDonald.

Mr. Moss—I did not say in favor. I said in that matter.

The Witness—In any matter in which Mr. McDonald was interested. He was a contractor for the Jerome park reservoir. The same answer, no, does not explain it sufficiently, and I would just like to tell you.

The Chairman—Make it brief.

The Witness—I will make it very brief indeed. The inference to be drawn from the question was that Mr. McDonald in some way had an opinion in regard to the Jerome park reservoir. The contract which Mr. McDonald has he obtained during the

Strong administration, and Mr. McDonald has never received any favor from our office, nor has he asked for any opinion of any kind, nor has any been given to the aqueduct commissioners.

Mr. Moss—I do not see that that is any different from the former statement.

The Witness—It was the inference you wanted to be drawn.

Mr. Moss—There is no inference about it. I asked the simple question. Were you present at the board of public improvements on the 16th of August?

The Witness—No, sir.

By Mr. Moss:

Q. Were you present at any discussion of the contract in the board of public improvements? A. No, sir. I think possibly a year and a half ago—just before the organization—I went to help them to organize; and I think there was a general discussion, they had their offices up in Broadway. I remember being there when they were discussing Ramapo, and I only waited a little while.

Q. Did you take any part in the discussion of the Ramapo matter? A. I never took any part in it at all.

Q. Have you attended the meetings of the board of public improvements regularly? A. No, never attended any. I sent one of my assistants there whenever they required any information.

By Mr. Hoffman:

Q. Do you remember in what year the hall of records contract was made? A. I think in 1897.

Q. By the preceding administration? A. By the Strong administration, yes, sir.

Q. And that contract has been characterized here by some of the witnesses as having been conceived in fraud. Do you know anything about it? A. No.

Q. You nothing about the making of the contract? A. No; it may have been conceived in fraud, but an examination showed it was a legal contract; and my duty was simply to pass upon the legality of the contract; and even though it was made by the former administration, I saw no reason why it should be disturbed.

Mr. Hoffman—I wanted to fix the date.

The Witness—1897, I think.

By Mr. Moss:

Q. There is one question further, and then I can let Mr. Whalen go for the day. I withhold the part of the examination which was indicated in the subpoena, about debt limit opinions, and rapid transit matters.

The Witness—I wish you would ask them both to-day. I am here, and I am very busy.

Mr. Moss—That is in progress now, and I do not want to interfere with it in any way. But I want to quote from your statement, which appeared in print this morning: “I withheld my opinion from this contract, therefore, for the reasons; while the approval of the corporation counsel was technically merely an approval as to form, it has always been the practice of this department in such a case not to approve as to form of contract which could not legally be made.” You said that, did you?

The Witness—Yes, sir. I said it three or four times here to-day.

Q. Why does not that doctrine apply with equal force to the Ramapo contract? A. I have said, or really I meant to have you understand, that the Ramapo contract is a legal contract, or would be a legal contract if it was carried out.

Q. Even if the company existed five years less than the time of the contract? A. I don't know anything about the company.

Mr. Moss—That is enough.

The Witness—I am not interested in the company. Now, Mr. Moss, you will oblige me very much if you will——

Mr. Moss—I have examined you as far as I can on this subject.

The Witness—If you will finish me for the day——

Mr. Moss—You are excused for the day and you are excused until further notice.

The Witness—I would like, if you could, Mr. Mazet. I am very busy.

The Chairman—Mr. Moss has stated all that he can do.

Mr. Moss—I have done all that I can do, and until the list of judgments is furnished it will be impossible for me to proceed on that.

The Chairman—We will stand adjourned until 2 o'clock, All witnesses will present themselves at that time.

At 1.10 o'clock p. m. a recess was taken until 2 o'clock p. m.

AFTERNOON SESSION, 2 P. M.

THURSDAY, *September 21, 1899.*

SILAS B. DUTCHER, recalled.

I would like at the beginning, Mr. Moss, to correct a statement I made. I stated in my testimony the other day that I believed there was a small safe in the office. I looked and find there is none. And then I want to add a word or two with regard to the maps, etc., for instance, the maps filed since I became presi-

dent, every map was brought to me for examination and signature, and usually the engineer explained it, and consequently I knew from day to day what the engineer was doing in the map part, then we talked at the same time about the character of lands covered by options in this section, for instance, if the map referred to reservoir tracts we would talk with regard to getting the options for the territory we were in at that point, and used to talk more or less familiarly in that way with the whole of his work, I felt that it was in a measure justification for asserting that the work was done, as I stated in the affidavit. It was necessary by law for me to sign the maps. I have not seen the secretary since I was on the stand last. I have not heard from him. I have not discovered where he is. I made some inquiry. I have not succeeded. I have not found the transfer book. I don't know whether it is in the office or not; I went into the office and the desks were locked. I have not found any of his books. I have not found any of the options; they are in the possession, I believe, of the engineer. I know who the secretary of the Hamilton Trust Company is. I am the president of the company. I know where the stock book is. I know where the transfer book is, we keep those in our own vaults. I know where the Trust company keeps its moneys. I know the now the financial condition of the Hamilton Trust Company. I know just where to put my hand on the secretary of the company when I want him. Generally, I do, sometimes he goes away on his vacation, as he did this year for three weeks, then I didn't know where he was. That was with permission. I had to take part in that permission. Certainly.

Q. Did you take any part in the permission for Mr. Lamont, the secretary of the Ramapo company, to go on an extended vacation? A. He did not ask permission of me. I am not in any better position to comply with that subpoena than I was. I found nothing.

Mr. Moss—While Mr. Dutcher is on the stand I want to offer in evidence certain affidavits and searches. These are copies taken from the files in the attorney-general's office, I will not read

them, I will simply state the general terms: Affidavit by James J. Shaw of the village and town of White Plains, that he has made a search in the office of the register of that county for conveyances to or leases to the Ramapo water company, and that there are none filed in that office, or recorded. A search by the register of the county of Westchester to the same effect. An affidavit by Charles M. Colwell, of the city of Poughkeepsie, that he is clerk of the board of supervisors of Dutchess county, and is acquainted with all incorporated companies doing business in that county, and that the Ramapo company has no real estate or interest in real estate in said county, and does not operate any water power in said county, or supply water to any town, village or city therein. A search, returned by the county clerk of Dutchess county to the same effect, no deeds of conveyance, a search by the county clerk of Putnam county to the effect that there are no deeds, leases or conveyances to the company in that county. A certificate of assessment of personal tax of the city of Brooklyn 1895 to 1898, Ramapo water company, assets \$5,000, no debts; 1896, assets \$5,000, no debts; 1897, search and certificate by J. Kennedy Hood, county clerk of Delaware county, no deeds, contract, lease, agreement, or other documents, conveying or letting or agreeing to convey or let, anything to the Ramapo water company. Same sort of certificate from Charles S. Woodruff, treasurer of Delaware county. Affidavit by Martin A. Akeley, county clerk of Schoharie county, stating that he has searched for deeds and conveyances of title to the Ramapo water company and finds none. Certificate of the deputy comptroller, certifying that it appears from the records of the department that a blank form was sent to the Ramapo company on the 23d of June, 1894, for a tax report. The same thing in 1899. An examination of the records of this office failed to disclose that any report has been filed here by said Ramapo water company, or that a tax has ever been assessed against the same. A certificate from the county clerk of Rockland county, showing no deeds, leases or agreements. Affidavit by Cyrus E. Bloodgood, county clerk of the county of Greene, in which he certifies that

no conveyances or contracts or other evidences of title appear in the Ramapo company. Affidavit by Isaac P. Rockefeller, county clerk of Columbia county, to the same effect. Certificates of the secretary of state that there is no certificate of the payment of one-half of the capital stock.

The Witness—I never knew what was the original property of the company. The certificate filed in the county of Kings stated that the stock was issued and all paid up in property. I don't know what property worth \$2,500,000 ever came into the possession of the company. I do not know of any property in the possession of the company worth \$2,500,000. Of course, the construction work that has been done in the way of engineering, etc., is of value, and much value.

Q. But is there anything—any evidence of title of engineering work, which engineering work represents \$2,500,000? A. That depends, I suppose, on what value they put on the work, the engineering work that has been done. The maps filed represent a large amount of labor, and are, as I understand it, of great value.

Q. Would you, as an official of an institution issue stock nominally for property, upon engineering work? A. I should consult very carefully as to the legal bearings and the value of the work done. I believe it is a criminal offense to issue stock without issuing it for value. I don't know of any record in the company showing what property the stock was originally issued for. I never discovered any.

Q. Do you not understand, and are you not advised that upon the passage of the bill of 1895 it was no longer necessary for a company to show its earlier transactions for the purpose of establishing its life? A. I don't think that question was ever raised with me, I have no recollection of it. I assume there has been but one issue of stock. The original issue of stock, \$2,500,000, that is my understanding. I don't know of any increase.

Mr. Moss—Another search, William G. Taggart, Orange county clerk, showing no deeds or conveyances. Another by William

T. Brodhead, county of Ulster, no deeds, conveyances or leases. An affidavit by Virgil B. Van Wagonen, of the county of Ulster, showing he has been a resident of Ulster county for 38 years, and is the owner of real estate. That he is acquainted with the lands of the county and its streams and water supply. That this deponent has examined the indices of records in the Ulster county clerk's office and finds no conveyances to the Ramapo water company. And deponent is informed that said company has in certain sections of said county secured options for the purchase of lands, paying a nominal sum for such options, and that as this deponent is informed and believes said Ramapo water company has no plant in said county for the supplying of water to villages or cities, and does not supply water to the said county of Ulster, or any part thereof, and has at present no facilities for supplying such water. Subscribed, sworn to on the 26th of August, last past. An affidavit by Robert Hirst, of Columbia county, that he has been a resident there for 47 years. This affidavit is substantially the same as the preceding one in form. Another one by Alexander D. Wilbur of the village of Catskill, practically to the same effect. Thomas O. Piper, residing in the borough of Brooklyn, says he was authorized by the officials of the New York Journal and Advertiser to make a thorough search of the property and facilities of the Ramapo water company in Rockland county, and went to the village of Ramapo and saw at his home, Frank Pierson, who, with his brothers, George B. Pierson, Henry A. Pierson and Frederick B. Pierson, jointly and severally owning property in the Ramapo valley, reputed to be in area, 11 square miles; this property includes the Ramapo lake, and other lakes; he states the question of the sale of that property had never been advanced, and never had been any dealings with the company. That the company had intended building a dam at Stoutsburg, but no such dam was ever built. The water supply in the county is inadequate. He states there is no record in the office of the county clerk by which it can be discovered that the Ramapo water company owned a water supply or pipe line or pumping station in the county of Rockland, or any other facility

for water supply. To the best of the deponent's knowledge the Ramapo company own in Rockland absolutely no plant, facility or property of any nature whatsoever for water supply or kindred purposes. Another affidavit by Ivy L. Lee, referring to similar condition of affairs in Orange county, Charles Brewster, Calba Reed, David S. Booth, Sherrill E. Smith.

Mr. Moss—I offer the affidavits and searches in evidence, as follows:

State of New York, county of Westchester, ss.:

James J. Shaw, being duly sworn, doth depose and say that he resides in the village and town of White Plains, county of Westchester and state of New York; that he has made a search in the office of the register of the county of Westchester for conveyances to or leases to the Ramapo water company affecting any property in the county of Westchester and states that there are none filed in the said office or recorded therein since the 1st day of August, 1899, to date thereof.

JAMES J. SHAW

Sworn to before me this 28th day of August, 1899.

Frank P. Crasto, Notary Public, Westchester County.

The register of the county of Westchester will please search for conveyances to (including mortgages to the loan commissioners), leases to and agreements with, filed or recorded in his office, of, upon, or in any manner affecting any premises in Westchester county, or any part thereof, against the persons whose names are hereunto subjoined, and for the period of time set opposite to their names respectively, and certify the result in writing for New York Journal.

Ramapo water company, from January 1, 1887, to August 1, 1899.

Nothing found, August 28, 1899, 9 a. m.

(Seal)

THOS. R. HODGE, Register.

\$2.50. Ten-cent revenue stamp.

This search is not an official search unless signed by Thomas R. Hodge, Register, and attested by the seal of the register's office.

State of New York, County of Dutchess, ss.:

Charles M. Colwell, of the city of Poughkeepsie, being duly sworn, says, that he is 52 years of age and has resided in the county of Dutchess during his whole life and is the clerk of the board of supervisors of said county and has been for the five years last past; that as such clerk of said board of supervisors of Dutchess county he is acquainted with all incorporated companies doing business in said county and that the Ramapo water company has no real estate or interest in real estate in said county and does not operate any water power in said county or supply water to any town, village or city therein.

CHARLES M. COLWELL.

Sworn to before me this 28th day of August, 1899.

(Seal)

FRED C. ACKERMAN, Notary Public.

State of New York, Dutchess County Clerk's Office, ss.:

I, Theo. A. Hoffman, clerk of the county of Dutchess, N. Y., do hereby certify that I have examined the indices of records of deeds in my said office and searched for deeds to the Ramapo water company, from January 1, 1887, to date, and find no deeds of conveyance or leases to said company.

In testimony whereof I have hereunto subscribed my name and affixed the seal of my said office this 28th day of August, 1899.

(Seal)

THEO. A. HOFFMAN, Clerk.

Ten-cent revenue stamp.

State of New York, County of Putnam, ss.:

I Edward C. Weeks, clerk of the county of Putnam, do hereby certify that I have examined the indices of records in my office affecting any premises conveyed to the Ramapo company and for deeds, leases or other conveyances to the said Ramapo water company from January 1, 1887, to date and find no deeds, leases or conveyances of any kind to said company.

In witness whereof I have hereunto set my hand and the seal of said county this 29th day of August, 1899, at 9 a. m.

(Seal)

E. C. WEEKS, Clerk.

Ten-cent revenue stamp.

CORPORATIONS ASSESSED IN THE CITY OF BROOKLYN,
1895 to 1898.

Name and amount of capital. Ramapo water company. Assets, \$5,000. No debts '96. Ditto \$5,000. No debts '97.

Principal office or place of business: Benj. F. Tracy, 35 Wall St., N. Y. City.

Amount assessed 1895, 0.

Amount assessed 1896, S. F. 0.

Amount assessed 1897, 0.

Remarks: Cannot locate.

State of New York, Delaware County Clerk's Office, ss.:

I, J. Kennedy Hood, county clerk of said county, do hereby certify that I have searched the indexes kept in said office, and find that no deed, contract, lease, agreement or other document, conveying or letting or agreeing to convey or let any right, title, interest or privilege to the Ramapo water company, has ever been recorded in said office.

Witness my hand and official seal, at Delhi, N. Y., this 26th day of August, 1899.

(Seal)

J. K. HOOD, Clerk.

By R. A. GRANT, Deputy Clerk.

Ten-cent revenue stamp.

County of Delaware, State of New York, ss.:

Charles S. Woodruff, county treasurer of Delaware county, do hereby certify that I have examined the records of taxes levied and paid by persons and corporations in the county of Delaware, state of New York, and that in those records the name of the Ramapo water company does not appear as ever having been subject to levy or as having paid any taxes upon real or personal property in said county.

(Seal)

CHARLES S. WOODRUFF,

Treasurer of Delaware County.

Ten-cent revenue stamp.

Delhi, Delaware County, N. Y., August 26, 1899.

State of New York, Schoharie county, ss.:

Martin A. Akeley, being duly sworn, says, that he is the county clerk of the county of Schoharie, in the State of New York, and as such has charge of the records of said county.

That he has searched the records of the county of Schoharie, for conveyances of leases of property to the Ramapo water company and for contracts with said company affecting title to real estate or rights of water privileges, in said county, and for evidences of title in said company of any real estate, water rights, privileges or property, and finds none.

Deponent further says that he has searched the order books in said county of Schoharie for orders for the conveyance of property to said Ramapo water company in condemnation proceedings and finds none.

Deponent further says that the said Ramapo water company is not the owner of any real estate or water rights or privileges in the county of Schoharie by conveyance or contract, as appears by the records in said county clerk's office.

MARTIN A. AKELEY,

Schoharie County Clerk.

Subscribed and sworn to before me this 28th day of August, 1899.

(Seal) L. G. VAN TUYL,

Notary Public.

State of New York, Comptroller's Office:

I hereby certify that it appears from the records of this department, in a certain volume known as the "Record of Correspondence No. 2," that a blank form of report of the dividends and appraisement of capital stock was sent to the Ramapo water company, 18 Wall street, New York city, on the 23d of June, 1894, and the envelope containing such report was returned.

It also appears from the records of this department, in a certain volume known as "Correspondence Register No. 3," that a blank form of report of dividends and appraisement of capital stock was sent to the Ramapo water company, care of Silas B.

Dutcher, Montague street, Brooklyn, on the 24th day of August, 1899. An examination of the records of this office failed to disclose that any report has been filed here by said Ramapo water company, or that a tax has ever been assessed against the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at the city of Albany, this 28th day of August, A. D. 1899.

(Seal) THEO. P. GILMAN,
Deputy Comptroller.

State of New York, Rockland County Clerk's Office, ss.:

I Cyrus M. Crum, clerk of said county, hereby certify that I have searched the indices to records in said office, for deeds, contracts, leases, agreements of sale or other matter of record letting or agreeing to convey right, title or interest in lands situate in said county by, to, against or in favor of the Ramapo water company, from January, 1897, to date, and find none.

Witness my hand and seal of of office this 28th day of August, 1899.

(Seal) CYRAS M. CRUM,
Clerk of Rockland county.

State of New York, County of Greene, ss.:

Cyrus E. Bloodgood, being duly sworn, says, that he is the county clerk of the county of Greene, in the State of New York, and as such has charge of the records of said county.

That he has searched the records of the county of Greene for conveyances or leases of property to the Ramapo water company, and for contracts with said company affecting title to real estate or rights of water privileges therein, in said county, and for evidences of title in said company of any real estate, water rights, privileges or property, and finds none.

Deponent further says, that he has searched the order books in said county of Greene for orders for the conveyance of property to said Ramapo water company in condemnation proceeding, and finds none.

Deponent further says, that the said Ramapo water company is not the owner of any real estate or water rights or privileges in the county of Greene by conveyance or contract, as appears by the records in said county clerk's office.

CYRUS E. BLOODGOOD.

Sworn to before me August 26, 1899.

NAONIO CASE,
Notary Public.

State of New York, County of Columbia, ss,:

Isaac P. Rockefeller, being duly sworn, says, that he is the county clerk of the county of Columbia, in the State of New York, and as such, has charge of the records of said county.

That he has searched the records of the county of Columbia for conveyances or leases of property to the Ramapo water company, and for contracts with said company affecting title to real estate, or rights of water privileges therein in said county, and find none.

Deponent further says, that he has searched the order books in said county of Columbia for orders for the conveyance of property to said Ramapo water company in condemnation proceedings, and find none.

Deponent further says, that the said Ramapo water company is not the owner of any real estate or water rights or privileges in the county of Columbia by conveyance or contract, as appears by the records in said county clerk's office.

ISAAC P. ROCKEFELLER,

Sworn to before me, August 28, 1899, 2 p. m.

(Seal) JAMES C. FERGUSON,

Notary Public in and for Columbia county, N. Y.

Ten cent revenue stamp.

State of New York, Office of the Secretary of State, Albany:

I hereby certify that I have examined the indices of this office for a certificate of payment of one-half of the capital stock, and for a certificate of payment of the payment of the capital stock

of the Ramapo water company, and that upon such examination I find no certificate of payment of one-half of the capital stock, and no certificate of the payment of the capital stock of said Ramapo water company on file in this office.

Witness my hand and the seal of office of the Secretary of State, at the city of Albany, this 30th day of August, 1899.

(Seal) JOHN T. McDONOUGH,

Secretary of State.

Ten cent revenue stamp.

State of New York, Orange County Clerk's Office, ss.:

I, William G. Taggart, clerk of said county, do hereby certify that I have searched the indexes of deeds in my office for deeds, contracts, leases, agreements, etc., executed to the following corporation during the period hereinafter named, the Ramapo water company, from January 1, 1880, to August 28, 1899.

And find as follows, viz.: None found.

.[Seal.]

W. G. TAGGART,

Clerk.

Ten cents revenue stamps.

Dated August 29, 1899.

State of New York, Ulster County, ss.:

I, William T. Brodhead, clerk of the county of Ulster, do hereby certify that I have examined the indices of record remaining in my office affecting premises conveyed to the Ramapo water company, and for deeds, leases or other conveyances to the Ramapo water company from January 1, 1887, to date, and find no deeds of conveyance or leases to said company.

In witness whereof I have hereunto subscribed my name and affixed the seal of said county at Kingston, New York, the 25th day of August, 1899.

[Seal.]

WM. I. BRODHEAD,

County Clerk.

State of New York, Ulster County, ss.:

Virgil B. Van Wagonen, of said county, being duly sworn, says that he is a resident of Kingston, Ulster county, New York,

and has been a resident of Ulster county for thirty-eight years, and is the owner of real estate; that he is acquainted with the lands of the county and its streams and water supply; that this deponent has examined the indices of records in the Ulster county clerk's office and finds no conveyances to the Ramapo water company; that deponent is informed that said company has in certain sections of said county secured options for the purchase of lands, paying a nominal sum for such options, and that as this deponent is informed and believes said Ramapo water company has no plant in said county for the supplying of water to villages or city, and does not supply water to the said county of Ulster, or any part thereof, and has, at present, no facilities for supplying such water.

V. B. VAN WAGONEN.

Subscribed and sworn to before me this 26th day of August, 1899.

H. R. DE WITT,
Notary Public.

State of New York, County of Columbia, ss.:

Robert Hirst, being duly sworn, says he resides in the city of Hudson, Columbia county, New York, and has been a resident there for forty-seven years; that deponent is in the jewelry business there, and is well acquainted with the people of the county of Columbia and with the buildings and property therein; that he watches the sales of real estate as they are published from the records in the Columbia county clerk's office and makes inquiries as to the sales and values of property; deponent further says that he knows of the Ramapo water company, but that said company is not the owner of any real estate or property and has not acquired any water rights or privileges by contract or condemnation proceedings in the county of Columbia, as deponent verily believes, and the reason for this belief is that deponent is well conversant with the business of said county with reference to transfers of property, and that deponent would have known of such transfer if any had been made. Deponent further says that said Ramapo water company has not supplied water

to any town, village or corporation in said county of Columbia at any time.

ROBERT HIRST.

Subscribed and sworn to before me this 28th day of August, 1899.

[Seal.]

EDMO CHAS. GETTY,

Notary Public in and for Columbia County.

State of New York, County of Greene, ss.:

Alexander D. Wilbur, being duly sworn, says he resides in the village of Catskill, Greene county, New York, and has been a resident of said village of Catskill for thirty-two years last past; that deponent is the owner of real estate and is engaged in the real estate business in said village and is well acquainted with the people of the county of Greene and with the buildings and property therein; that in conducting his said business he watches the sales of real estate as they are published from the records in Greene county clerk's office, and makes inquiries as to sales and values of property; deponent further says that he knows of the Ramapo water company, but that said company is not the owner of any real estate or property and has not acquired any water rights or privileges by contract or condemnation proceedings in the county of Greene, as deponent verily believes, and the reason for deponent's belief is that deponent is so well conversant with the business of said county with reference to transfers of property; that deponent would have known of such transfer if any had been made; deponent further says that said Ramapo water company has not supplied water to any town, village or corporation in said county of Greene at any time.

A. D. WILBUR.

Sworn to before me August 26, 1899.

NAONIE CASE,

Notary Public.

State of New York, City and County of New York, ss.:

Thomas O. Piper, being duly sworn, deposes and says: I reside in the borough of Brooklyn; on the 19th day of August, 1899, I

was authorized by the officials of the New York Journal and Advertiser to make a thorough investigation of the property and facilities of the Ramapo water company in Rockland county, State of New York; acting on such authorization, on the 20th day of August, 1899, I went to the village of Ramapo and saw at his home Mr. Frank Pierson, who, with his brothers, George B. Pierson, Henry A. Pierson and Frederick D. Pierson jointly and severally own property in the Ramapo valley reputed to be in area eleven square miles; this property includes Ramapo lake, their tributaries and Partake and Greater Partake lakes and their tributaries; Mr. Frank Pierson, speaking for himself and brothers, told me that he nor his brothers had ever been interviewed by any member, representative or employe of the Ramapo water company; that the question of the sale of his and his brothers' property in the Ramapo valley to the Ramapo water company had never been advanced by the Ramapo water company or its agents or representatives, although maps of his property and that of his brothers had been filed by the Ramapo water company.

Mr. Frank Pierson also stated that he had heard that the Ramapo water company intended building a dam at Stoutsburg, but that such dam was never built.

Mr. Frank Pierson also informed me that he regards the available water supply of the county totally inadequate to the needs of New York city.

On August 21, 1899, pursuing the investigation I visited New York city, the capital of Rockland county, and called upon County Clerk Cyrus M. Crum. In the office of the county clerk I found there on file twelve maps of the Ramapo water company plotting the watershed districts of the county of Rockland and possible pipe lines in Rockland county.

There was no record in the office, County Clerk Crum informed me, of actual property purchased by the Ramapo water company. There was no record in the office or elsewhere that I could discover that the Ramapo water company owned a water supply or pipe line or pumping station in the county of Rock-

land, or any other facility for water supply whatsoever, nor is there records in existence in the county that the Ramapo water company ever did own such in the county.

To the best of the deponent's knowledge the Ramapo water company owns in Rockland county absolutely no plant, facility or property of any nature whatsoever for water supply or kindred purposes.

THOS. O. PIPER.

Sworn to before me this 28th day of August, 1899.

(Seal) JOSEPHINE OAKES, Notary Public, N. Y. County.

State of New York, City and County of New York, ss.:

Ivy L. Lee, being duly sworn, deposes and says: I reside in borough of Manhattan, New York city. On the 23d day of August I was authorized by the officials of the New York Journal and Advertiser to make a thorough investigation of the property and facilities of the Ramapo water company in Orange county, New York. Acting on such authorization, on the 24th day of August, 1899, I went to the county clerk's office in Goshen, Orange county, and found there on file forty-six (46) maps plotting the watershed districts and possible pipe lines in Orange county. There was no record there so far as I could learn of actual property purchased by the Ramapo water company. In the town of Monroe, Orange county, which is the principal part of the Ramapo watershed, I found that many years previous there had been some talk by representatives of the Ramapo water company of purchasing some property in the district, but I was assured by such representative citizens as Charles Knight, agent of the Knight Estate, formerly owners of Round Pond Grist Mill property, which is the largest water supply in the county; Theodore Clark, and others that the Ramapo water company at the present time owned no water supply or pipe line or pumping station in that county or any other facility for water supply whatsoever, nor did they ever own such. Similar information was given by Daniel J. Jackson, formerly president of the Ramapo improvement company, which attempted to carry

through a scheme somewhat similar to that of the Ramapo water company in 1893. Mr. Jackson stated to me that he was quite positive the present Ramapo water company owned no property or facilities for water supply in the county. He regards the available water supply in the county as amounting to about fifty million gallons per day, and of this amount twenty-five million gallons are already utilized by water plants built and projected since the Ramapo water company maps were filed. The towns of Tuxedo, Chester, Monroe and other villages in the Ramapo district are supplied from waters which the Ramapo water company formerly intended to use, but are now obviously cut off from the privilege. This would but add to the valueless character of the smaller properties of the district even if the Ramapo water company should have attempted to secure them. And no purchases of these properties so far as deponent was able to ascertain after as complete an investigation as possible have ever been made. To the best of the deponent's knowledge the Ramapo water company owns in Orange county absolutely no plant, facility or property of any nature whatsoever for water supply or kindred purposes.

IVY L. LEE.

Sworn to before me this 26th day of August, 1899.

(Seal) JOSEPHINE OAKES, Notary Public, N. Y. County.

State of New York, Schoharie County, ss.:

Charles Brewster, being duly sworn, says that he resides in the village and county of Schoharie and has been a resident of said village and county all his life and he is 50 years of age. That he is the owner of real estate in said county and has been connected with the county clerk's office of said county either as county clerk, deputy county clerk or as a clerk therein for many years and was so connected up to within a few months since. That he is well acquainted with the people and real estate of said county and watches the sales and transfers of real estate in said county as they are made and as they are recorded in said county clerk's office, and as he makes inquiries of sales and trans-

fers. That he knows of the Ramapo water company and that said company is not the owner of any real estate or property and has not acquired any rights or privileges for water by contract or condemnation proceedings in said county as he verily believes, and the reason of deponent's belief is from his knowledge of the business of said county with reference to the real estate of said county; that if any such transfers had been made, deponent would have been likely to have heard of it.

Deponent further says that said Ramapo water company has not supplied water to any town, village or corporation in said county at any time to my knowledge.

CHAS. BREWSTER.

Subscribed and sworn to before me this 28th day of August, 1899.

L. G. VAN TUYL, Notary Public.

State of New York, Schoharie County, ss.:

Calba Reed, being duly sworn, deposes and says: That he is forty-six years old, that he has lived in the village of Gilboa, Schoharie county, all his life, and that he is a merchant doing business and owning real property in Schoharie county.

Deponent further says that he is familiar with the real estate holdings in the valley of the Schoharie river from Prattsville to Gilboa, and that he is acquainted with the holders of such real estate, and would be most likely to know of any executed or prospective transfers of real estate in said Schoharie valley.

Deponent also says that to the best of his knowledge and belief no property or options on property are held by the Ramapo water company in Schoharie county, between Prattsville and Gilboa village; that no such realty has ever been held by said company; that no business in the furnishing of water or other business has ever been done in Schoharie county, within a radius of ten miles of Gilboa, by said company; and that no facilities or properties for the furnishing of water to Schoharie county or any other locality are or ever have been held by the Ramapo water company.

(L. S.) COLBA REED.

Sworn to and subscribed before me this 26th day of August, 1899.

H. L. REED, Notary Public, in and for Schoharie County,
N. Y.

State of New York, County of Delaware, ss.:

I, David S. Booth, being duly sworn, doth depose and say, that he is forty years old, and has been a resident of Grand Gorge village, Delaware county, all his life. Deponent also says that he is postmaster of Grand Gorge, that he owns real estate in Delaware county, and that he is familiar with the real estate holdings in said county and Schoharie county within a radius of ten miles of the village of Grand Gorge, this including the village of Gilboa.

Deponent further says that to the best of his knowledge and belief no personal or real property is owned by the Ramapo water company within the district specified; that said company owns no options or vested rights in any such properties; that said company has never done any business within the district specified; and that the company has no facilities or properties which would make it possible to furnish water from watersheds in this section, nor has said company ever owned or possessed such facilities or properties.

DAVID S. BOOTH.

Sworn to and subscribed to before me this 26th day of August, 1899.

J. W. WRIGHT, Notary Public.

State of New York, Delaware county, ss.:

Sherrill E. Smith, being duly sworn, deposes and says: That he is a resident of the village of Delhi, in Delaware county, N. Y., and owner and proprietor of the Delaware Gazette, a weekly newspaper published in said county, published at Delhi aforesaid, and has been a resident of the county of Delaware since the year 1855, and that he is the owner of real estate in said county, that he has correspondents for his paper at various points in

the county who inform him of all transfers of real estate and of all enterprises of a public nature.

Deponent further says that he knows of no property either real or personal that is owned by the Ramapo water company in this county, that he has never known of said company owning any such property, or options on property, and that, so far as his knowledge goes, said company has no facilities in said county for furnishing water for this county or any other place from watersheds in this county.

Deponent further says that outside of the surveying of certain properties by engineers, as indicated by four maps on file in the county clerk's office of this county, so far as he knows, no business of any kind has ever been done by said company in said company.

SHERILL E. SMITH.

Subscribed and sworn to before me this 26th day of August, 1899.

HAMILTON J. HEWITT, Notary Public, Delaware County.

The Witness—Our claim is based upon the engineering work, and that that is part of the construction work, as much as building a dam or reservoir, and the options we have for such land as we need to furnish and supply the water requisite for the contract. I am acquainted with a gentleman named Cochier. He has an office in the same building with me.

Q. Is not he the attorney for Patrick Flynn, the principal owner of the Jersey City Water Supply Company? A. Do you mean an attorney-at-law? He is not a lawyer by profession.

Q. Does he not act for him? A. I think he has power of attorney perhaps, in certain matters.

Q. That is the company that is building the dams at Coon Town? A. I don't know where they are building their dams, Flynn has a contract for Jersey City, to supply Jersey City with water. I did not know that that contract amounting to \$7,000,000 had a bond of \$500,000. I do not know of any relation be-

tween that company and the East Jersey Water Company. I do not know anything about the building of the reservoirs at Great Notch.

Q. It is stated these reservoirs are very much larger than the original plans contemplated? Do you know anything about it?

A. No. I have heard no intimation since my connection with the company of bringing water to New York from the Ramapo river.

Q. Reference was made by one of the witnesses yesterday, General Collis, I think, in answer to questions by Mr. Hoffman, or perhaps it was Mr. Hoffman that made the reference, to a contract between the city of New York and some company in the city of Yonkers, by which the city paid \$173 a million gallons for water. You know that to be the fact, do you, I see it is in your statement, over your signature? A. I was given that information that they paid—I cannot remember to-day the price without reference to the data I had.

Q. You have said here it is sold to the people for 20 cents a hundred cubic feet, and \$267 a million gallons. A. That is my information?

Q. How much water is that, how much a day? A. I don't know, I did not go into the figures, I recollect that man told me what he paid for water.

Q. Is it any large amount? any large contract? A. I don't know how large the contract is.

Q. Is not that a little contract entered into because of the fact that Yonkers has a very high service, and there are adjacent lands in New York city on high ground, and the Yonkers supply is used for forcing it to these high points? A. I cannot answer that question, because I don't know.

Q. I ask about it, because it appears in your printed pamphlet? A. It appears in my letter in answer to the comptroller.

Q. "Reply of Silas B. Dutcher to the inquiries of the comptroller of the city of New York." A. That information was given to me by a gentleman who resides in the Bronx district, I think.

Q. How much water was that? A. I don't know.

Q. Was it as much as a million gallons? A. I don't know, I didn't inquire, even.

By Mr. Hoffman—Do you know anything about the contract made with the Westchester company in 1896? A. No, I do not.

By Mr. Moss—That is the company I am talking about.

Mr. Hoffman—I thought you were talking about the Yonkers company.

Mr. Moss—It is the Yonkers water.

The Witness—The information was given to me by a gentleman who resides in that district, as to what that contract was, as to the price he paid.

Q. Do you know that that contract has been renewed within the last 18 months? A. I did not know it.

JOHN FOX, called as a witness, being duly sworn, examined by Mr. Moss, testified as follows:

A. I have not had any of the stock of the Ramapo water company. I have never had any interest whatever in any of its stock. I have never discussed or talked about, or had any communication from any one concerning the Ramapo company. I don't know that I have ever mentioned it to any one except what I have seen in the papers.

PETER ELBERT NOSTRAND, called as a witness, being duly sworn, examined by Mr. Moss, testified as follows:

A. I am the engineer of the Ramapo water company. I have been in the city and at my residence for a number of days past, for several weeks. I have not been avoiding service. I have been in my office almost every day, and I have been at my house almost every night, except when I have been out of town on private business. I did not go to Montclair last Friday or Saturday. I

went to Montclair last, three or four days ago. I saw Mr. Charles A. Lamont there. He is not an officer of the company that I know of. I am the chief engineer of the company, an employee.

Q. Do you receive advice in the matters of the company from Mr. Lamont, Charles A. Lamont? A. I will refuse to answer that question for this reason: I am the confidential employee of this company, and in my position of chief engineer of this company I am working in an official capacity.

Q. The law does not give to chief engineers the right to refuse to answer on that ground, physicians, ministers, lawyers are those that are mentioned, I think you had better answer, Mr. Nostrand? A. I have not any answer to make to that.

Q. Did you receive any advice or instruction in the matter of the company's affairs from Mr. Lamont when you went to New Jersey last? A. I refuse to answer that question on the same ground.

Q. You understand, Mr. Nostrand, that a refusal to answer a question like that conveys an almost necessary implication that you did, and if you want to relieve yourself from that imputation you have a chance to do it? A. I don't understand anything of the sort.

Q. Very well, you may take the chance if you want to, if you don't you may do the other. How many times within the last three months have you seen Charles A. Lamont in matters of the company. A. I think that comes under the same heading, sir.

Q. Mr. Dutcher stated that the options which have been taken were obtained by you, and were in your possession, and if I wanted to see then I should ask you for them. You have been subpoenaed to produce them. You received this last night, didn't you (showing witness subpoena)? A. Yes, sir.

Q. "All plans, maps, and surveys and specifications for reservoirs, dams, conduits, pipe lines, watersheds, waterways, or water courses, now owned and possessed, or intended to be acquired or constructed or built by and for the Ramapo water supply company, also all options or contracts for the acquiring of real es-

tate by the said company now in existence." I ask you to produce the options and contracts? A. I don't know any Ramapo water supply company.

Q. Have you any options of the Ramapo water company? A. Yes, sir.

Q. Will you produce them? A. As I before stated, it will be impossible for me to produce them, because they are in my possession under the direction of the board of trustees, and can only be produced by an order from the board of trustees.

Mr. Moss—The president has directed us to you. Mr. Dutcher, I will examine you where you are. I call upon you as the president of this company, after the conversation we have had with you upon the witness stand, to give to this witness the necessary directions to produce the options and contracts called for by this subpoena.

Mr. Dutcher—I shall not give directions without advice and consultation with the board of trustees.

Mr. Moss—Did you advise and consult about any of these matters at the meeting in New Jersey? A. I don't recollect of any consulting there, except about the stock book, that is all I recollect of now.

Mr. Moss—Mr. Nostrand, where are these options? A. In my possession.

Q. Here in court? A. No, sir.

Q. Where are they? A. I refuse to answer that for the same reason that I before stated.

Mr. Moss—Mr. Dutcher, do you know where these options are?

Mr. Dutcher—I don't know of my own knowledge where they are.

Mr. Moss—Will you direct the witness to answer where they are? A. No; I won't give directions.

Q. Now, is there anything further to be said, Mr. Nostrand? A. You asked for maps. The maps are on file in the offices of the various county clerks.

Q. I asked for plans, have you any of those in your possession? A. I have.

Q. Will you produce them? A. No, sir.

Q. I asked for surveys, have you any of those in your possession? A. The maps on file are the result of the surveys.

Q. Have you any surveys outside of these maps? A. I have.

Q. I ask you to produce them? A. I refuse to produce them.

Q. We ask you for specifications of reservoirs, dams, conduits, pipe lines, watersheds, and water courses—— A. It will be impossible to produce a dam here or a reservoir.

Q. Specifications of reservoirs and dams—you better listen? A. Specifications, we have those.

Q. Will you produce them? A. No, sir.

Q. You have options and contracts? A. Yes, sir.

Q. Will you produce them? A. No, sir.

Q. When did you see the secretary of the company last? A. About a month ago. I have not the slightest idea where he is now, or his books. I don't know anything about the treasurer; or about the moneys or property of the company, sir, except property as is in my possession. I did talk with city officials about this Ramapo water supply. Talked with Commissioner Holahan and Commissioner Dalton, and with Mr. Birdsall, and with Mr. Rice, the engineer of the department of highways. I did show to them the location of some of our proposed reservoirs. I showed them the location of some reservoirs upon the Fort Montgomery watershed, and upon the Esopus watershed. I did show them plans and surveys of those reservoirs.

Q. What plans or surveys did you show? A. I will refuse to answer.

Q. You cannot refuse to answer that, you are dealing with a public official, and endeavoring to get him, as an officer of the company, interested in your project? A. Excuse me——

Q. What plans or surveys did you show? A. The plan was that one filed in the county clerk's office.

Q. In what condition were they when you showed them, where were they? A. They were copies of the plans, on thin tracing paper, they were taken along at the time the reservoir sites were shown. They were in my hands at the time the reservoir sites were being shown. Those plans are now in my possession. I showed them general maps showing the location of the watershed, which included the elevations and location of the sheds. Some of those plans and specifications shown to these officers, gave the location of the dams, reservoirs, or any of them, to give a basis from which computations could be made. The plans showing the reservoir upon the Esopus shed. It might be possible I will produce those after consulting counsel. I cannot do it now without first consulting counsel. I didn't bring them into court under the subpoena. Because they are the property of the company and not my property. I consulted counsel regarding the bringing of any papers. It was Mr. Limburger of Mr. Lauterbach's office. I asked Mr. Limburger as to whether, under the official position I held in connection with this company, it was not incumbent upon me first to get an order from the board of directors to produce any papers, and he said that it was. I did tell some of these city officials about some of the options that I had procured. The one I recall particularly was at the—one contract I remember particularly, was at Olive Bridge, at the site of the proposed dam, the proposed intake dam. That was a contract, I did not show the contract. I did not state the terms of the contract.

Q. We ask you to produce the contract which you discussed with the city officials, will you do that? A. If advised to do so by counsel.

Q. You are required to do it now, and I am not asking any "ifs?" A. I have not it here.

Q. The same answers as to the other questions, the same situation? A. Yes. I filed an affidavit upon this subject in the city of Albany. I believe I have a copy of it here.

Mr. Moss—I will offer in evidence an affidavit, made by Peter Elbert Nostrand, before the attorney-general, in the matter of the application of William R. Hearst, dated the 5th day of September, 1899:

In the matter of the application of William R. Hearst, to forfeit the charter and annul the existence of the Ramapo water company.

State of New York, county of New York, ss:

PETER ELBERT NOSTRAND, being duly sworn, deposes and says:

I am the chief engineer of the Ramapo water company and have been for the last nine years. Previous to that time, and from the time of the organization of the company I was the assistant engineer of the said company under William J. McAlpin, who was then, and until the time of his death in 1890, chief engineer.

Immediately upon the organization of the company, work was begun upon the surveys, plans and specifications preliminary to the construction of the work and the filing of maps upon the property desired by the company for reservoir and pipe line purposes. The first maps that were filed by the company were 16 in number, and comprised the following locations in Orange and Rockland counties:

Map No. 1. Upper reservoir, Long House brook, Warwick Orange county, September 15, 1887.

Map No. 2. Lower reservoir, Warwick, Orange county, September 15, 1887.

Map No. 3. Long and Round ponds, Monroe, Orange county, September 15, 1887.

Map No. 4. Monroe reservoir, Monroe, Orange county, September 15, 1887.

Map No. 5. Slaughter's pond, Monroe, Orange county, September 15, 1887.

Map No. 5½. Cranberry pond, Highlands county, September 15, 1887.

Map No. 6. Cunningham reservoir, Monroe, Orange county, September 15, 1887.

Map No. 7. Carr pond, Monroe county, September 15, 1887.

Map No. 8. St. Basha lake, Monroe county, September 15, 1887.

Map No. 9. Townsend reservoir, Monroe county, September 15, 1887.

Map No. 10. Wildcat reservoir, Monroe county, September 15, 1887.

Map No. 11. Sawmill reservoir, Monroe county, September 15, 1887.

Map No. 12. Alpine lake, Stony brook, Haverstray, Rockland county, September 15, 1887.

Map No. 13. Upper Stony brook reservoir, Ramapo, Rockland county, September 15, 1887.

Map No. 14. Lower Stony brook reservoir, Ramapo, Rockland county, September 15, 1887.

Map No. 21. Long and Round ponds, Monroe, Orange county, September 15, 1887.

These maps were the result of careful surveys made by General McAlpin and his assistants, about a dozen in number.

Complete surveys were made of the various sites, including the running of the necessary levels, the location and ascertainment of the ownership of the various lands affected by the proposed reservoirs and pipe lines. On the completion of the field work the notes of surveys were turned over to the draughtsmen, who recorded these results in the form of maps which were filed in the offices of the clerks of Orange, Rockland and Westchester counties. Work was then commenced upon the Fort Montgomery watershed, the same process of surveying and mapping being employed, resulting in the location of eleven reservoirs and pipe lines and the recording of eleven maps in Orange county.

MAPS FILED ON FORT MONTGOMERY SHED.

Map No. 26. Poplopens reservoir, Monroe, Orange county, September 15, 1888.

Map No. 27. Montgomery reservoir, Monroe, Orange county, September 15, 1888.

Map No. 28. Cedar ponds, Monroe, Orange county, September 15, 1888.

Map No. 29. Poplopens pond, Monroe, Orange county, September 15, 1888.

Map No. 30. Bull pond, Orange county, September 15, 1888.

Map No. 31. Upper Twin lake, Monroe, Orange county, September 15, 1888.

Map No. 32. Lower Twin lake, Monroe, Orange county, September 15, 1888.

Map No. 33. Summit lake, Monroe, Orange county, September 15, 1888.

Map No. 34. Cranberry pond, Highlands, Orange county, September 15, 1888.

Map No. 35. Long pond, Highlands, Orange county, September 15, 1888.

Map No. 50. Pipe line, Fort Montgomery, to county line, Orange county, November 29, 1893.

Options were obtained and provisional contracts were made for the purchase of lands along many of these reservoirs and routes, among others, with the following named persons:

I. Houston, Warwick, N. Y.; J. W. Houston, Warwick, N. Y.; Andrew Houston, Warwick, N. Y.; S. A. Servin, Warwick, N. Y.; Geo. W. Sayer, Warwick, N. Y.; Peter D. Howell, Warwick, N. Y.; Peter Mandigo, Fort Montgomery, N. Y.; Wm. Brooks, Fort Montgomery, N. Y.; Walter D. Anthony, Fort Montgomery, N. Y.; John Wyant, Fort Montgomery, N. Y.; John Rose, Fort Montgomery, N. Y.; Isaac Mandigo, Fort Montgomery, N. Y.; Clara Rose, Fort Montgomery, N. Y.; Virgil H. Bishop, Olive, N. Y.

These contracts were made during the years 1889 and 1890. I personally obtained many of these contracts and the others were obtained by various parties, among them Grant B. Taylor of Newburgh, N. Y., and Andrew Houston of Warwick, N. Y.

It being a matter of common knowledge that the supply of water in the city of Brooklyn was running short, the company in or about the year 1889 began negotiations with the city of Brooklyn tending towards the making of a contract for supplying that city with an additional water supply. Careful and elaborate plans and specifications and proposed contracts were prepared by the company and submitted to the common council of the city of Brooklyn, through their committee on water and drainage, at a public meeting of the said committee. The city of Brooklyn, however, did not enter into the said contract, but some additional water was obtained by the construction of driven wells and the Millburn reservoir.

Thereafter the company continued work upon these surveys in the counties of Rockland and Orange, and also began surveys in the counties of Ulster, Greene, Dutchess, Putnam, Westchester, Columbia, Rensselaer, Albany, Schoharie, Delaware, Sullivan, Montgomery and Schenectady; and many of the old contracts obtained in Rockland and Orange counties were renewed, and additional contracts obtained, among others, with the following named persons:

M. J. Houston, Warwick, N. Y.; B. B. Sayer, Warwick, N. Y.; Phoebe A. Wheeler, Warwick, N. Y.; Isaah Short, Woodstock, N. Y.; William Short, Woodstock, N. Y.; Frederick Happy, Woodstock, N. Y.; Charles A. Magonegal, Neversink, N. Y.; Albert A. Loomis, Deposit, N. Y.; Cyrus Montaney, Esperence, N. Y.; John Miller, Wawarsing, N. Y.; Jane Palen, Wawarsing, N. Y.; Lucian F. Hale, Wawarsing, N. Y.; William Houck, Wawarsing, N. Y.; Rufus Palen, Wawarsing, N. Y.; E. Doxey, Mountainville, N. Y.; John Duncan, Cairo, N. Y.

In the meantime the company at a large expense and under considerable difficulties ascertained the owners of the real estate

likely to be affected by the maps which had been filed, etc., and in 1893, served notice upon the owners of said real estate in the counties of Rockland and Orange. Among those on whom the said notice was served were the following named persons:

J. Houston, J. W. Houston, S. A. Servin, Geo. W. Sayer, B. B. Sayer, M. J. Houston, Phoebe A. Wheeler, Peter D. Howell, and many others, none of whom have applied for the appointment of commissioners.

Throughout this time, and in fact throughout the existence of the company, there has been at work almost continuously a force of trained experts ranging from half a dozen to a dozen and a half. At the same time a number of men were employed in negotiations for the purchase of lands which the company might need for its work—a matter of some difficulty; because the prices of property was always enhanced as soon as the sellers knew the company desired the same.

These surveys were carried on for a number of years, when in the years 1887, 1888, 1893 and 1895, maps were filed in the counties of Orange, Ulster, Putnam, Dutchess and Westchester for the following locations:

MAP NUMBERS AND DATE OF FILING.

36. Olive reservoir, Olive, Ulster county, June 22, 1895.
37. Lake Hill, Woodstock, Ulster county, June 22, 1895.
38. Hollister reservoir, Olive, Ulster county, June 22, 1895.
39. Wagner reservoir, Olive, Ulster county, June 22, 1895.
40. Pipe line, Olive, Ulster county, June 22, 1895.
41. Pipe line, Olive, Ulster county, June 22, 1895.
42. Pipe line, Olive, Ulster county, June 22, 1895.
43. Pipe line, Olive, Ulster county, June 22, 1895.
44. Pipe line, Orange county, July 12, 1895.
45. Pipe line, Orange county, July 12, 1895.
46. Pipe line, Orange county, July 12, 1895.
47. Pipe line, Orange county, July 12, 1895.
48. Pipe line, Rockland county, July 12, 1895.
49. Pipe line, Westchester county, June 12, 1895.

51. Pipe line, Westchester county, June 12, 1895.
52. Pipe line, Westchester county, June 12, 1895.
53. Pipe line, Westchester county, June 12, 1895.
54. Pipe line, Westchester county, June 12, 1895.
55. Pipe line, Westchester county, June 12, 1895.
56. Mahwah reservoir, Ramapo, Rockland county, N. Y., August 12, 1895.
57. Portage lake, Ramapo, Rockland county, N. Y., Pompton, Passaic county, N. J., August 12, 1895.
58. Sheppard pond, Ramapo, Rockland county, N. Y., Pompton, Passaic county, N. J., August 12, 1895.
59. Cortlandville reservoir, Cortland, Westchester county, N. Y., August 10, 1895.
60. Lake Mohegan, Yorktown, Westchester county, N. Y., August 10, 1895.
61. Oregon reservoir, Putnam valley, Putnam county, August 10, 1895.
62. Sprout brook reservoir, Putnam valley, Putnam county, August 10, 1895.
63. Oscawana reservoir, Putnam valley, Putnam county, August 10, 1895.
64. Conopue reservoir, Putnam valley, Putnam county, August 10, 1895.
65. Oscawanna lake, Putnam valley, Putnam county, August 12, 1895.
66. Solpue pond, Putnam valley, Putnam county, Phillipston, Putnam county, N. Y., August 10 1895.
67. Foundry brook reservoir, Phillipston, Putnam county, August 10, 1895.
68. Clove creek, Fishkill, Dutchess county, August 10, 1895.
69. Dover reservoir, Dover, Dutchess county, September 18, 1895.
70. Wallace pond reservoir, Cortland, Westchester county, and pipe line to Annsville, Phillipston, Putnam county, August 10, 1895.

From that time on and until the present time, there has been continuous work by the company in regard to the survey of land,

filing of maps, acquisitions of property, making of contracts for the purchase of property; and maps have been filed in the following counties during these years, and of the following locations:

In the counties of Dutchess, Putnam, Westchester, Orange, Greene, Ulster, Albany, Delaware, Columbia, Rensselaer, Schoharie, Schenectady, Montgomery and Sullivan, as follows:

MAP NUMBERS AND DATE OF FILING.

71. Main side pipe line, Dover, Beekman, Fishkill, East Fishkill, Dutchess county, February 6, 1896.
72. Main side pipe line, Fishkill, Dutchess county, February 6, 1896.
73. Main side pipe line, Phillipston, Putnam county, with branch to Lake Phillipston, Putnam county, February 6, 1896.
74. Main side, Phillipston, Putnam county, February 6, 1896.
- 75a. Cortland pipe line, Westchester county, October 3, 3 p. m.
75. Main side pipe line, Phillipston, Putnam county, February 6, 1896.
76. Branch pipe line to Clove creek reservoir, Fishkill, Dutchess county, February 6, 1896.
77. Indian brook and Philip brook reservoir, Phillipston, Putnam county, February 6, 1896.
78. Branch pipe line to Cortlandville reservoir, Cortland, Westchester county, February 6, 1896.
79. Branch pipe line to Sprout brook reservoir, Cortland, Westchester county, February 6, 1896.
80. Breakneck reservoir, Fishkill, Dutchess county, February 6, 1896.
84. Fishkill reservoir No. 2, Fishkill, East Fishkill, Wappinger, Dutchess county, February 6, 1896.
85. Fishkill reservoir No. 1, Fishkill, Dutchess county, February 6, 1896.
86. Moodna reservoir and pipe line, Cornwall, New Windsor, Orange county, February 11, 1896.
87. Mountainville reservoir, Orange county, October 5, 1897.
88. Putock reservoir, Greene county, October 5, 1897.

89. Cairo pipe line, Greene county, October 5, 1897.
90. Freehold and Durham, Catskill pipe line and reservoir, Greene county, October 5, 1897.
91. Kaaterskill reservoir and pipe line, Putock reservoir, in towns of Catskill and Saugerties, Greene and Ulster counties, October 5, 1897.
92. Catskill pipe line, Greene county, October 5, 1897.
93. Catskill pipe line, Greene county, October 5, 1897.
94. Saugerties pipe line, Ulster county, October 5, 1897.
96. Hurley and Marbletown pipe line, Ulster county, October 5, 1897.
97. Preston Hollow reservoir, Rensselaerville pipe line, Albany county, October 5, 1897.
98. Katrine reservoir, Ulster county, October 5, 1897.
99. Glenerie reservoir, Ulster county, October 5, 1897.
100. Marbletown reservoir, Ulster county, October 5, 1897.
101. Atwood reservoir, Ulster county, October 5, 1897.
102. Mareriteville reservoir, Delaware county, October 5, 1897.
103. Middletown and Shandaken pipe line, Delaware and Ulster counties, October 5, 1897.
104. Middletown and Shandaken pipe line, Delaware and Ulster counties, October 5, 1897.
105. Big Indian reservoir, Shandaken, Ulster county, October 5, 1897.
106. Big Indian pipe line, Shandaken, Ulster county, October 5, 1897.
107. Big Indian reservoir, Shandaken, Ulster county, October 5, 1897.
108. Big Indian pipe line, Shandaken, Ulster county, October 5, 1897.
109. Phoenica reservoir, Shandaken, Ulster county, October 5, 1897.
110. Phoenica Cold brook reservoir, Shandaken pipe line, Ulster county, October 5, 1897.
111. Cold brook reservoir, Shandaken and Olive, Ulster county, October 5, 1897.

112. Boiceville reservoir, Ulster county, October 5, 1897
113. Boiceville and Olive reservoir, Olive pipe line. Ulster county, October 5, 1897.
114. Gilboa reservoir, Greene county, October 5, 1897.
115. Gilboa reservoir, Delaware county, October 5, 1897.
116. Gilboa reservoir, Schoharie county, October 5, 1897.
117. Prattsville and Lexington pipe line, Greene county, October 5, 1897.
118. Prattsville and Lexington pipe line, Ulster county, October 5, 1897.
119. Stockport reservoir, Stockport, Columbia county, November 3, 1898.
120. Claverack reservoir, Stockport, Columbia county, November 3, 1898.
121. Claverack reservoir, Claverack, Columbia county, November 3, 1898.
125. Claverack, Greenport, Livingston, Germantown and Clermont pipe line, Columbia county, November 3, 1898.
126. Redhook and Rhinebeck pipe line, Dutchess county, December 2, 1898.
127. Sawkill reservoir, Redhook, Dutchess county, December 2, 1898.
128. Red Hook reservoir, Red Hook, Dutchess county, December 2, 1898.
130. Landsman Kill reservoir, Rhinebeck, Dutchess county, December 2, 1898.
131. Rhinebeck reservoir, Rhinebeck, Dutchess county, December 2, 1898.
132. Rhinebeck reservoir, Rhinebeck, Dutchess county, December 2, 1898.
133. ———
134. Rhinebeck and Hyde Park pipe line, Dutchess county, December 2, 1898.
135. Crumbelow reservoir, Hyde Park, Dutchess county, December 2, 1898.
136. Pipe line, Hyde Park, Dutchess county, December 2, 1898.

137. Fall Kill reservoir, Hyde Park, Dutchess county, December 2, 1898.
138. Hyde Park and Poughkeepsie pipe line, Dutchess county, December 2, 1898.
139. Casper creek, Poughkeepsie, Dutchess county, December 2, 1898.
140. Poughkeepsie, pipe line, Poughkeepsie, Dutchess county, December 2, 1898.
141. Wappinger reservoir, Poughkeepsie and Wappinger, Dutchess county, December 2, 1898.
143. Wappinger & Fishkill reservoir, Dutchess county, December 2, 1898.
148. New Baltimore reservoir, Greene county, February 2, 1899.
149. Hannacoris reservoir, Coeymans and New Baltimore, Albany and Greene counties, February 2, 1899.
150. Hannacoris reservoir, Coeymans and New Baltimore, Albany and Greene counties, February 5, 1899.
152. Coeymans reservoir, Coeymans, Albany county, February 2, 1899.
151. New Baltimore, pipe line, New Baltimore, Greene county, February 2, 1899.
156. Hancock reservoir, Hancock, Delaware county, February 2, 1899.
157. Deposit reservoir, Deposit and Tompkins, Delaware county, February 25, 1899.
158. Fort Hunter reservoir, Glen and Florida, Montgomery county, February 25, 1899.
159. Beerkill reservoir, Wawarsing, Ulster county, February 27, 1899.
154. Valumana reservoir, Bethlehem, Albany county, April 8, 1899.
160. Napanoch reservoir, Wawarsing, Ulster county, April 11, 1899.
162. Mill Point reservoir, Rensselaer county, April 7, 1899.
163. High Falls reservoir, Montgomery county, April 21, 1899.
164. Charlestown reservoir, Albany county, April 21, 1899.

165. Burtonville reservoir, Montgomery county, June 28, 1899.
166. Esperance reservoir, Schenectady county, June 28, 1899.
167. Burtonville reservoir, Montgomery county, June 28, 1899.
168. Senburg reservoir, Ulster county, June 28, 1899.
169. Wawarsing, pipe line, Ulster county, June 28, 1899.
170. Vernoooy & Falen reservoir and pipe line, Ulster county, June 28, 1899.
171. Pipe line in Wawarsing, Ulster county, June 28, 1899.

Estimates and plans for construction of works for supplying New York city and Brooklyn with water have been made at various times by the engineering force of the Ramapo water company. Complete systems for the collection and utilization of water on the sheds, upon which maps have been filed, have been elaborated and estimated upon, the water to be used for the production of electrical energy to be transmitted to New York city in the form of electricity. In the working out of these various details, much time and expense has been incurred.

The company has at present on file more than 150 maps in the following counties: Orange, Rockland, Sullivan, Ulster, Greene, Montgomery, Schoharie, Schenectady, Albany, Rensselaer, Columbia, Dutchess, Putnam and Westchester; and the company has at present the following contracts for purchase of real estate with the following named persons, in full force and effect:

Name, town, county and date.	Acres.	Amount.
Benjamin Van Steenburg, Olive, Ulster, March 26, 1899.....	10	\$3,000
Jesse B. Boice, Olive Bridge, Ulster, March 21, 1899	109	13,000
Howard Barton, Olive Bridge, Ulster, March 30, 1899	4	1,600
Isaac L. Merrihew, Olive Bridge, Ulster, March 29, 1899	40	10,000
William Haver and Elizabeth Haver, Olive Bridge, Ulster, March 30, 1899.....	2	4,000
Ephrem M. Bishop, Olive Bridge, Ulster, March 29, 1899	5	1,500

Name, town, county and date.	Acres.	Amount.
Jacob W. Beesemes, Olive Bridge, Ulster, March 30, 1899	6	\$3,000
Hugh Locke, Olive Bridge, Ulster, March 30, 1899	22	6,000
Herman Barton, Jr., Olive Bridge, Ulster, March 29, 1899.....	4	2,000
Asa Bishop, Olive Bridge, Ulster, March 29, 1899	1	1,000
Charles O. Winnie and Elizabeth E. Winnie, Olive Bridge, Ulster, March 30, 1899.....	$\frac{1}{4}$	2,000
Emma Winchel, Cold Brook, Ulster, March 31, 1899	2	1,200
Elizabeth A. Winnie, Cold Brook, Ulster, March 31, 1899.....	60	5,000
David Mains, Cold Brook, Ulster, March 31, 1899	14	1,400
David Winnie, Cold Brook, Ulster, March 31, 1899	900	6,000
William S. Winnie, Cold Brook, Ulster, March 31, 1899	15	3,500
Charles E. Krom, Shokan, Ulster, March 31, 1899	100	6,000
William D. Every, Shokan, Ulster, March 30, 1899	15	1,000
Mary L. Cole, Shokan, Ulster, March 30, 1899..	112	4,500
Henry Boice, Shokan, Ulster, March 31, 1899...	75	3,000
Bridget Donohoe, Shandakan, Ulster, April 1, 1899	363	11,000
Gilbert Beckworth, Shandakan, Ulster, April 1, 1899	75	1,500
Ira Elmendorf, Olive, Ulster, April 3, 1899....	$1\frac{1}{4}$	5,000
Constantine Bloom, Olive, Ulster, April 3, 1899.	1	1,500
D. N. Mathews, Olive, Ulster, March 31, 1899...	8	1,500
Jacob A. Delamater, Olive, Ulster, April 1, 1899	5	2,500
John E. Nichols, Olive, Ulster, April 1, 1899....	1	1,900
Caroline Olive, Broadhead Bridge, Ulster, April 3, 1899	2	750

Name, town, county and date.	Acres.	Amount.
Virgil R. Merrihew, Broadhead Bridge, Ulster, April 3, 1898.....	$\frac{1}{4}$	\$1,000
Francis Eckert, Olive, Ulster, April 7, 1899....	250	2,500
Arson Every, Olive, Ulster, April 7, 1899.....	150	1,500
Jacob Eckert, Olive, Ulster, April 7, 1899.....	20	800
Rebecca Ann Eckert, Olive, Ulster, April 7, 1899	50	600
Jacob Eckert, Olive, Ulster, April 7, 1899.....	150	250
Eugene B. Kerr, Olive, Ulster, April 7, 1899....	64	1,200
Nathan Eckert, Olive, Ulster, April 7, 1899....	2	700
Daniel Every, Olive, Ulster, April 10, 1899.....	61	4,000
Garrison Davis, Olive, Ulster, April 7, 1899....	110	3,000
John Marlin Eckert, Olive, Ulster, April 7, 1899.	17 $\frac{1}{2}$	500
Jacob Eckert, Olive, Ulster, April 7, 1899.....	50	500
Isaiah Short, Woodstock, Ulster, April 6, 1899.	430	5,000
William Short, Woodstock, Ulster, April 6, 1899.	435	5,000
Frederick Happy, Woodstock, Ulster, April 6, 1899	1,000	8,000
Oliver Davis, Shokan, Ulster, April 4, 1899.....	8	1,200
Daniel Coons, Bushelville, Greene, April 8, 1899	60	1,500
Anna E. Schillat, Lake Hill, Greene, April 7, 1899	63	500
Albert C. Loomis, Deposit, Greene, November 26, 1898	5	100
Cyrus Montaney, Esperance, Schoharie, Novem- ber 1, 1898.....	3	800
Emory Van Wagner, Woodstock, Ulster, March 11, 1899.....	60	300
Jay H. Simpson, Shandakan, Ulster, December 14, 1898.....	5	500
R. S. Wey, T. C. Wey and Mary W. Wey, Shan- dakan, Ulster, November 2, 1898.....	400
Mary A. Flynn, Shandakan, Ulster, October 26, 1898	281	4,000
John R. Evans, Shandakan, Ulster, December 5, 1898	5	500

Name, town, county and date.	Acres.	Amount.
Francis A. Brimer, Shandakan, Ulster, October 24, 1898	10	\$500
John Miller, Warwarsing		
Cornelia A. Bishop, Olive, Ulster, October 14, 1898	7	2,500
Joseph S. Hill, Olive, Ulster, October 22, 1898..	30	2,500
Wm. V. H. Boice, Olive, Ulster, December 3, 1898	25	1,600
William B. Davis, Olive, Ulster, December 3, 1898	5	700
Libbie Burton, Olive, Ulster, March 24, 1899...	45	1,000
Derius W. Barton, Olive, Ulster, March 24, 1899	85	8,000
Herman W. Barton, Olive, Ulster, March 24, 1899	30	3,000
Henry Snyder, Olive, Ulster, March 24, 1899...	100	5,000
John Every, Olive, Ulster, March 24, 1899.....	100	4,000
John Rainey, Olive, Ulster, March 24, 1899.....	50	4,000
John I. Boice, Olive, Ulster, March 24, 1899....	55	4,200
Zacheriah Palen, Olive, Ulster, March 24, 1899.	121	4,000
Josiah H. Hasbrouck, Cold Brook, Ulster, March 25, 1899.....	64	3,000
Hannah Hubbard, Cold Brook, Ulster, March 25, 1899	150	3,000
Jerome Winnie, Cold Brook, Ulster, March 25, 1899	185	1,000
Josiah L. Hasbrouck, Cold Brook, Ulster, March 25, 1899.....	4½	2,000
Millard H. Davis, Boiceville, Ulster, March 25, 1899	75	75
Millard H. Davis, Boiceville, Ulster, March 25, 1899	110	5,000
Millard H. Davis, Boiceville, Ulster, March 25, 1899	50	250
Z. P. Boice, Shokan, Ulster, March 25, 1899....	220	400
Z. P. Boice, Shokan, Ulster, March 25, 1899....	175	350
Mary A. Weeks, Olive, Ulster, April 11, 1899..	21	2,500

Name, town, county and date.	Acres.	Amount.
Mary A. Short, Verona, Oneida, April 10, 1899.	56	\$1,200
George Silkworth, Olive, Ulster, April 14, 1899.	56½	6,000
Elias D. Eighmey, Woodstock, Ulster, April 13, 1899	70	4,000
John H. Martin, Woodstock, Ulster, April 13, 1899	80	5,000
Mahala Waters, Woodstock, Ulster, April 13, 1899	140	6,500
Frank R. Martin, Woodstock, Ulster, April 13, 1899	57	5,000
Emery Van Wagner, Woodstock, Ulster, April 13, 1899.....	32	1,200
John Duncan, Cairo, Greene, February 27, 1899	125	5,000
Total 84 contracts.....	7,472½	\$241,575

The cost to the Ramapo water company of the various surveys, preparation and filing of maps, acquisition of contracts, purchases, works, etc., has to my knowledge been very great.

PETER ELBERT NOSTRAND.

Sworn to before me this 5th day of September, 1899.

ISAAC A. LEVY.

Q. I ask you, Mr. Nostrand, to produce to this committee the copies of maps, surveys, specifications, and the options and contracts referred to in that affidavit? A. The maps are on file in the various county clerk's offices.

Q. You have copies of them, from your own statement; I ask you to produce everything that is in your possession, covered by this affidavit which you have filed in a public proceeding in the city of Albany? A. I refuse to produce them on the same grounds as I stated.

Q. You say you have an option with Benjamin Van Steenburg, in the town of Olive, Ulster county, for ten acres at a price of \$3,000, when will that option expire? A. Probably a year from March the 28, 1899, I cannot say accurately without seeing the papers.

Q. The next one Jesse B. Boice, when will that expire? A. Probably the same time; all these do not expire about the same time, there may be some of them to expire very soon.

Q. How much was paid for this option of Van Steenburg's? A. That I refuse to answer for the same reason as I stated.

Q. Was there more than \$10 paid for that option? A. I refuse to answer that.

Q. Was there more than \$10 paid for any of these 84 options? A. I refuse to answer that on the same grounds. I did pay for some of these options.

Q. Did you pay more than \$10 for any one of them? A. That I refuse to answer on the grounds I stated. There are some of these options for which I paid nothing.

Q. Now what is the condition, Mr. Nostrand, under which your company is to complete these purchases? A. That I refuse to answer on the same ground.

Q. Is there any condition which compels your company to complete these purchases? A. I refuse to answer that on the same ground.

Q. Inasmuch as you are not willing to state the sum of money that was actually paid on each of these options, why did you think it necessary to put into this affidavit before the attorney-general the possible consideration that might be paid eventually? A. As a matter of information for the attorney-general.

Q. Wasn't it for the purpose of trying to show a large total, \$241,000 all footed up, \$241,000? A. Eighty-four contracts would necessarily mean a large amount of money.

Q. Yes, you wanted to show that, but you were not willing to show what a little sum of money your company has actually risked upon these options, are you? A. You say that. I say I cannot show it on account of my connection with the company. I have sat here to-day in company with the president, until I was called to the chair. I have not been in consultation with the president during these days past a good many times. I have with the counsel. Not with Mr. Lamont. With the counsel mostly.

Q. Some with Mr. Lamont? A. You say so.

Q. Is it so? A. I refuse to answer that.

Q. Did you simply go over to Mr. Lamont's house in New Jersey, and just look at him, and not talk about this matter? A. I said I went on private business.

Q. Did you say that, that you went on private business to Mr. Lamont's house? A. I did. The company employed Grant B. Taylor to get options. He did not get any of these 84 options.

Mr. Moss—Mr. Stenographer, will you please take this down: "And all maps, plans and specifications of all aqueducts, reservoirs, dams, conduits, pipe lines, watersheds, waterways, and water courses, now owned and possessed or intended to be purchased and possessed, laid out and constructed or built by and for the Ramapo water company, and also all options and contracts for the acquiring of any real estate by the said company, which were exhibited to any public officials of the city of New York at any time, by and on behalf of the Ramapo water company." Second subpoena: "All plans, maps, surveys and specifications of aqueducts, reservoirs, dams, conduits, pipe lines, watersheds, waterways or water courses, now owned or possessed, or intended to be possessed, laid out, constructed or built by and for the Ramapo water company, and also all options or contracts for the acquiring of any real estate by the said company now in existence." Contained in two subpoenas served upon Mr. Nostrand now.

Mr. Nostrand, under the circumstances we shall be obliged to ask you to come here to-morrow. There is nothing further to-day.

HOMER FOLKS, called as witness, being duly sworn, examined by Mr. Moss, testified as follows:

A. I was formerly member of the board of aldermen. I remember when the "Building Code Commission" bill or measure

was introduced into the board; it came to us from the council. The original resolution came from the council to the board of aldermen, and was referred to a committee and was reported upon from committee favorably. At that time I introduced another resolution providing for a differently constituted committee, which resolution with the one that had just been favorably reported was referred back to a joint committee for consideration; that committee held a public hearing at which a large number of people were present, and subsequently held some three executive meetings, at none of which, however, was a quorum present. In the absence of any report from this committee, made in the session, I think perhaps, November 22d, a new resolution was introduced by the leader of the majority, upon the same subject, and was pressed to immediate passage. If I remember rightly, a motion was made to the same committee which was in charge of this other resolution, which motion was defeated, then the point of order was made that this resolution could not be considered because the rules provided that a matter which was before a committee for consideration could not be acted upon until the committee had reported, or had been discharged from consideration of that matter. That point of order was held by the president of the board to be not well taken, and if I remember correctly, an appeal was taken from his decision, and he was sustained by the board; then, if I remember correctly, I made some discussion of the subject, speaking in favor of sending this resolution to the same committee that had charge of the other, and of the impropriety of passing it before we had seen it—we had only heard it read at the desk, it had not been printed. This bill for the appointing of a building code commission, which was then in process of passing, had not been printed, we had no knowledge except from hearing it read. It had not been examined by the members, and all the knowledge we had of it was such knowledge as could be gained by listening to the clerk read it. At the conclusion of my remarks I moved that the board adjourn, we had reached the ordinary time for adjournment, and I moved we adjourn; that

resolution the president of the board declared to be out of order, although I had the floor and had been speaking to the subject. It was ruled to be out of order upon the ground that there was pending a motion to adopt a resolution, although our rules, of course, provided that the ordinary rules of parliamentary procedure should prevail, which requires that a motion to adjourn is always in order. I appealed from the decision of the chair and the chair was sustained, whereupon the roll was called, and the resolution was adopted; that was the resolution providing for the nomination by the president of the council for a commission to be appointed by the municipal assembly. There was a good deal of debate in opposition to it at the time, so far as we could gather when it was read. The procedure lasted on that bill, I should presume altogether half or three-quarters of an hour, perhaps.

P. TECUMSEH SHERMAN, called as witness, being duly sworn, examined by Mr. Moss, testified as follows:

I am a member of the board of aldermen. I was present at the meeting when the code prepared by the building code commission was presented for approval. That was the report of the committee, and according to our rule the report of a committee must lie over for a week for consideration, unless two-thirds of the members vote for immediate consideration. The call was made for the ayes and noes—I made it myself, was recognized by the chair, who nodded to me, and immediately thereafter he put the question without calling the roll, declared it carried instantly before a voice could be heard, and in that way it had immediate consideration. There was no real putting of the vote on the motion for immediate consideration. It was declared carried regardless of the vote, and that brought it immediately from the committee to the board of aldermen without the intervening of the week that should have elapsed, and there-

after there was a roll call and it was passed. It took quite a little while to pass it, because every member explained his vote; about twelve men voted against it, and each one took about five minutes explaining his vote against it. My explanation was that it was a criminal measure, conceived in crime, born in crime, and passed in crime. Those were the statements that were made in the board of aldermen about this thing that was passed that day. I did not enter into any specifications about the criminal features of that act, but they are pretty well known. I did have in mind particular points in that act toward which those accusations were directed. The whole purpose and object of that act, as I studied it out, is to give to a certain board, known as "the board of examiners," which is the board constituted by the laws of 1885, to give to that board the power to modify the building and tenement laws of this city, in practically any respect, in their discretion; I mean by that to say, that that board can allow one man to put up a non-fire proof tenement house, and to force another man to the most rigid fire proof tests, it gives that board absolutely unlimited powers so far as I can see, practically. You can put up a wooden shed in the city and make a tenement house of it if that board says so, under that building code. The definitions are all drawn, and the laws are drawn for the purpose of making the building laws, which appear hard and fast on their face, variable by this board of examiners in their discretion. Now this board of examiners is not elected by the people, is not appointed by the mayor, it is not a responsible body, but consists of members elected by certain societies and associations; I looked into them, and some of them I cannot find out what they are, what they exist for. I mean some of these societies.

By Mr. Hoffman:

One of them is the society—is the Taxpayers' Association, of which Mr. Cornelius O'Reilly is representative. I hardly see why that association is entitled to one vote to vary the building laws of this city.

By Mr. Moss:

I don't know where that tax association holds forth; you may find it, I can't. I don't know, it has an office I believe up in the Samuel McMillan building——

Q. Do you mean the Loan and Appraisement company, that company where so many of these examiner men are congregated, doing some sort of business together, is that what you mean?

A. I think that is the place.

Q. Yes, we had that in Fryer's examination, he produced the letterhead of that company, in the Havermeyer building? A. I think so, way up town, I guess. There is a great deal of the same kind of discretion given to the superintendent of buildings in that code.

Mr. Hoffman—Would you give me the other persons who constituted this board of building examiners, and what societies they represent? A. I cannot remember all the names now.

Q. Is the board of fire underwriters represented? A. They are, yes, and the league of structural iron workers or something like that.

By Mr. Moss—Is that the society of which Mr. Fryer is the representative, structural iron workers? A. I am not certain of the title, I have not looked it up since I received the subpoena. This code was passed in this way, evidently under orders. It is a bad act, and it was carefully drawn to be bad. I heard there is to be a hearing upon that code to-morrow in the council.

By the Chairman:

I made a careful study of the code itself; of the features outside of that I have not had time, and the general tenor of this is to practically nullify—make it possible to nullify and reject provisions of the building law, by vesting so much discretion in this commission, and in the building commissioner.

By Mr. Hoffman:

I do not know when the act was passed to create the board of examiners, it was referred to in the charter as the law of 1885. The appointing power of the various members of that commission is not lodged with the mayor. Nor with any other city official. They are named by the various societies which they represent. So that the persons responsible are the various societies to which these men belong. I do remember now how many persons constitute the board of examiners. I think it is seven. These men do not have any salary, they are paid \$10 a day, I think, for each meeting of the commission.

LAURENCE VEILLER, called as a witness, being duly sworn, examined by Mr. Moss, testified as follows:

I am the secretary of the tenement committee of the charity organization society. I have studied this tenement question for the last seven years very closely. It is for that special purpose, and on account of that special knowledge that I hold the position I do now. I have been very much interested in the new building code, and have made a special study of the code, and have watched its progress since last winter, in fact the special committee of which I am the secretary was appointed because of the new building code. I remember the jamming through of the original resolution, as detailed by Mr. Folks. I was present in the gallery of the board of aldermen at the time. I should say, that while Mr. Sherman's expression was very forceful, it does not over estimate the gravity of that situation at all. It was unquestionably jamming, and I might refer to the meeting the week before that. When the code was reported by the building code commission, the leader of the majority immediately moved its passage before it had been read, and before it had been printed; the members objected, and it was referred to a committee, there was an attempt made on that day to pass the

code before it had been printed, and before it had been read, and my attention had been called to the newspaper statement of Mr. Fryer in the Times, a week ago Sunday, in which he said the building code commission objected to having the code printed until after it was passed, because they did not want criticism. That is on file in the newspapers. I am informed there is to be a hearing on this matter to-morrow before the committee on affairs of boroughs, in the council, at half past one. It seems to me the most important piece of legislation ever proposed for the city of New York, it attacks every property owner, every builder, every architect, every plumber, every laborer, every person who lives in a tenement house, or lives in a private dwelling or hotel. And it touches the life and health of the great masses in the tenement houses. In our opinion there is no question that touches them so much, it is because we consider the tenement house the great cause of poverty that our committee is formed. I will give you some of the salient changes in the tenement house law, where the proposed new law seriously affects the interests of the dwellers in the tenement houses. I shall have to preface my statement with this statement: That a tenement house is defined in the charter—the main provisions of the old tenement house law are reenacted in the charter in sections 1304 to 1325, the board of health section of the charter defines a tenement-house to be any three family house in effect, and that has been the legal definition since 1867, in the different enactments of the state legislature. Now it is the opinion of eminent counsel that this building code commission could not frame any ordinance that should conflict with the charter, because it would not be of effect, and so if they attempted to make any laws relating to tenement houses that conflicted with the charter, they would have no legal effect; they were so advised by their own counsel, the assistant to the corporation counsel, Mr. Rollin M. Morgan. Notwithstanding this, they have attempted to provide a section which will set aside the whole tenement house law, I refer to section 9, section 9 defines a tenement as an apartment house.

Mr. Moss—I will read it: “An apartment house shall be taken to mean and include every building which shall be intended or designed for, or used as the home or residence of three or more families or households, living independently of each other, and in which every such family or household shall have provided for it a kitchen, set bath tub, and water closet, separate and apart from any other. Any such building hereafter erected shall not cover any greater percentage of a lot than is lawful to be covered by a tenement house, and the requirements for light and ventilation for a tenement house shall also apply to an apartment house.” That is the definition of an apartment house? A. Yes.

By Mr. Moss—I will put in the definition from the charter; “Section 1305. A tenement house within the meaning of this title shall be taken to mean and include any house or building or portion thereof, which is rented, leased, let or hired out, to be occupied, or is occupied as the home or residence of three families or more, living independently of each other, and doing their cooking upon the premises, or by more than two families upon any floor, so living and cooking, but having a common right in the halls, stairways, yards, water closet or privies, or some of them.”

The Witness—After considering these two definitions you will see that no matter how they may define an apartment house in this new code, every three family building is a tenement house, and must comply with this tenement house provision of the charter. Now what is the purpose then of a definition of an apartment house if it has to comply with the existing law? The large class of flats occupied by mechanics have set bath tubs and supply water closets for each set of rooms, so under this code they would not be tenements but would be apartment houses. I mean to say by this code a portion of the tenement houses are to be called apartment houses, without any substantial difference.

Q. The laws then relating to tenement houses under our existing charter are made or are apparently attempted to be made, not to

stand as to apartment houses, and these apartment houses after all are the same houses that under the charter would be called tenement houses? A. That is exactly what has been attempted. So that the attempt is to remove from tenement houses the restrictions of the present tenement house law, by calling them apartment houses. I can make that clearer. In that definition they make this provision: That any such buildings—that is, apartment houses—hereafter erected shall not cover any greater percentage of a lot than a tenement house. Now, all through the code, when they are making provisions about buildings, they take great pains to mention buildings hereafter erected or altered, or converted to the uses of such a building. In this section they make no mention whatsoever of the buildings that may be altered, having to cover the same section of the law as the tenement houses. See what they could do under that definition. A builder or owner could take an existing tenement house in this city. If he puts in a separate bath and a separate water closet for each suite of rooms, under the code it becomes an apartment house. Then, as this code makes no mention of a building to be afterwards altered into an apartment house, he could alter this building, and put an addition on the rear of it, and cover the entire lot, and have dark rooms, and have no proper shaft, and evade every provision of the tenement house law. That has been publicly pointed out to the building code commission at the hearing given in the board of aldermen. They have made no effort to amend that section by inserting the word “alter,” nor have they been willing to strike out the whole of section 9, which may have no effect legally; but it will have a practical effect. Suppose we have a corrupt building commissioner, and a builder wants the tenement house law set aside, who is to take the case to court? Who is interested in that? Who knows it? Who watches it? Certainly the builder won't take it to court, and so he can alter his tenement house, and disregard all the laws. And the building commissioner, if he does not see fit to take it to court, does not take it to court, and it is never inquired into. And this makes it easy for that state of affairs to exist. If he at-

tempts to set aside the direct provisions of the present law, it is a very dangerous thing. But if he has an ambiguous clause like this, leaving in doubt what is an apartment house or a tenement house, it is a very simple matter for him to fall back and say it is a tenement house.

Q. It has been said that this building code commission was composed of experts who understood all of these problems, and knew how to get at them practically, and also how to express them. How could such a thing as this be done if that be true?

A. I must question the statement that they are experts. The commission is practically simply a repetition of the building department and the board of examiners. Mr. Brady and Mr. Guilfoyle; Mr. Campbell, Mr. Fryer and Mr. O'Reilly, are all members of the building department. That makes five of those commissioners who are members of the building department. Then there is Mr. Morgan, the assistant to the corporation counsel; and then there are four builders, Mr. Callahan, Mr. Gallagher, Mr. Just, an engineer, and Mr. Daus, a Brooklyn architect. There are no architects besides Mr. Daus, unless you call Mr. Fryer an architect. He calls himself an architect. There is no representative on this commission of the tenement house interest. They absolutely refused to put any one on. They absolutely refused to put on any architect who should be recommended by the leading architects and bodies of this city—the American Institute of Architects and the Architectural League. They refused to do it in the board of aldermen. An amendment was made to a resolution appointing the commission, providing that the present commission should stand, but there should be added to it at least one architect from the New York Chapter of the American Institute of Architects, and one engineer from the American Society of Civil Engineers, and the chief of the fire department. That was voted down.

Q. How do you account, if you have looked into these matters, for the failure to put upon this commission the most eminent men in the city in these different lines? Is there any general understanding in this community, of this thing? A. Except what

one sees in the newspaper, and saw at the time. It was understood that it had been made a party matter. It was under distinct orders. That has been a matter of general reputation. I was informed that Mr. Guggenheimer of the council had stated to one architect that he could not appoint him as he had not power, although nominally Mr. Guggenheimer was the appointing officer. In the first place, the greatest evil of any tenement house is the narrow air shaft, the lack of light and air; and the committee of which I am secretary proposed to this building code commission one ordinance, that no air shaft should be less than six feet wide or less than one hundred square feet in superficial area. That was a conservative request, and was not at all radical but would accomplish great good, and would not diminish the profits of builders or owners too much. It would have diminished them some, but very little. That was absolutely neglected by the building code commission. They have said nothing at all about air shafts. The charter provides that a certain percentage of light could be occupied, so they have added nothing to that, but they had the power to make this supplemental ordinance which should limit your minimum size. Our society drew their attention directly to the difficulty, to the necessity of providing air shafts. And they might have taken our recommendation. They would not have had to cut down the space. They would still have kept as great a percentage, but instead cut up the narrow space into small slits; and it has been called a culture tube. You can go into any tenement house and see why. I will describe it: A narrow shaft about two feet four or two feet six wide, and twenty to forty feet long, seven stories high, in which you get all the foul odors from your neighbors in your own building, and vermin and disease, and fire; and also from the adjoining building, which has a similar shaft provided on the other side of it. That is the present method of building tenement houses. It is a disgrace to the city and the state. Not wide enough to admit air and light, and to secure circulation. Simply a stagnant well of air. It is the opinion of any one that lives in such houses that they would rather have no shaft at all. They would rather

have black rooms, with no air, than that. I say that from having conversed with the occupants of these buildings. You can get them to come here and tell you, if you desire.

By Mr. Hoffman:

They have been built since about 1892. In 1879, when there was a very large agitation on this tenement house question, a prize had been offered to try to remedy these dark rooms, and the plan was then devised, known as the dumb-bell, on account of the shape, the building coming in in this way and forming a dumb-bell. The original idea was very good, because those shafts were made large where the buildings came into the handle of the dumb-bell, but gradually they have been crowded, until now it is a wavy line, two feet four inches wide.

By Mr. Moss,:

Mr. Moss, if that section of the code is passed, every one of the forty thousand tenement houses in this city will be changed to apartment houses in a very short time. I have no hesitation in saying that. And have them lifted absolutely out of the operation of the tenement house law. We also suggested to the building code commission that no tenement house should exceed six stories in height, unless it was fire proof. That was practically the existing law. We really thought they should not be higher than five stories. I did not include the cellar. Six stories above the sidewalk. I meant fire proof throughout. We suggested to the building code commission that that should be made the law. It is the opinion of many people that it ought to be five stories, not only on account of fire, but these tall buildings are shutting out the light so on the east side and the west side that there is no light and air available. When you had a number of three story buildings alongside of a tenement house, you could get light and air, but when every building in that block is six and seven stories high there is no way of getting it. In the code they allowed for eight stories, provided that the first two floors are fire proof. Eight-story tenement houses, 85 feet high. If anybody has

the temerity to build an eight-story tenement house, he must fire-proof the first two floors only. As a matter of fact many of the fires start in the upper stories. They use oil stoves, and if a stove upsets in an upper story, and the woman rushes out of the door and leaves the door open, the fire gets out of the room, and sets fire to the upper part of the building.

By the Chairman:

Q. What is the proportion of the height to the street? A. It is limited to the width of the street on which the building fronts. It practically limits it to six stories. This allows them to go one-third higher.

By Mr. Moss:

The requirement as to the fire proofing of the first two stories, they have practically repeated the other section. So that there has been no improvement at all in that particular. We asked that no living room should be less than 600 cubic feet area of space. Ten by ten by six. They paid no attention to that. We asked that there shall be a bath room provided in every new tenement, saying nothing about the old tenements; that the owners shall put one bathroom or shower bath for every 20 families. We pointed out to the commission the result of the State tenement-house investigation in 1894, where the investigating committee found this state of affairs: They investigated 255 odd thousand persons, and found that just 306 persons had a chance to bathe at home. They took a great deal of testimony and showed that the lack of bathing facilities caused disease and poverty and sickness, and crowded the hospitals and dispensaries, and made people poor, and they recommended strongly that a statute be passed. We did not advocate public baths, but a bath in the house. We did not ask for a bath in each set of rooms, or a bath on every floor, but we simply said one for a building, to start with, and probably it would not have increased the cost of that tenement house more than \$50, but no attention was paid to it. Another suggestion related to the evils of the

dark halls in existing tenements. The commissioners in 1894 pointed out that the dark hall was a source of crime and immorality, filth and general degradation of the tenants. You know nearly every tenement house in the city has got a pitch-black hall. There is a law saying that the lights shall be kept burning all day in such halls. They cannot enforce it. The board of health has made repeated efforts to enforce this provision, but in every case has failed, owing to the fact they cannot station an inspector all the time to watch each house. What happens generally is that the inspector reports a hall not lighted, and a violation notice is served upon the owner, he promises to comply at once, and notifies the department in a few days that the law is complied with. The inspector makes a re-investigation, finds the light burning and dismisses the violation. A week or so later the owner tells the housekeeper to turn out the lights. So we proposed, instead of that, that they shall take out the wooden panels in the doors and put in ground glass. That has been done in many buildings, and the result is good. It does not make the best hall, but it makes it a good deal lighter. They paid no attention to that. We suggested a very simple matter. We pointed out to the commission that a great many people had slept on the roofs and on the sidewalks in the summer, because the rooms were so hot that they were simply intolerable. Children played on the roofs, and the boys would fly kites there. We said every new building that goes up, make them carry up the wall three feet six inches above the roof, so that no body can fall off. They have to carry the two sides walls up, because the law requires it, so it simply meant the additional expense of carrying up the rear wall, and the wall back of the cornice. They would not do it. The requirements for tenement house construction have been very much let down rather than increased. Such as the thickness of the walls. That is a question that I should not care to pass on. But as a matter of fact the tenement house problem has been considered to the extent of allowing builders to erect thinner walls than under the present law. But it has not been considered to the extent of requiring the

owners of tenement houses to consider the necessary interests of their occupants. I might say this, and call you attention to the report of the building code commission. In their official report, in which they submitted the code to the municipal assembly, they make this statement: That a committee representing the tenement house committee of The Charity Organization Society appeared before them on June 29th, and urged these changes in the law that I have mentioned to you, and that the building code commission were gratified to find that they had already adopted most of those suggestions; and, in fact, had gone even farther in making a tenement house safe and sanitary. You will find that in the report. Now, that is an absolute lie. I defy any member of the building code commission, or anybody else, to point out in the new code a single one of our suggestions. There is not one of them mentioned. For that reason I say that the building code commission has discredited itself.

Mr. Moss.—We have come almost to the point of the enactment of this code through these rapid procedures that you have described, and so far as I have observed the attention of the people has not been called to their danger.

The Witness.—They have had no opportunity. The code has only been printed a little over a week. Architects generally have had no time to examine it, even. I have talked with some architects about it. I find that the opinion of the architects that I have spoken to agree with mine in this matter, decidedly. The architects, so far as I have seen them, do complain of this code and the manner in which it was put through, so far. So that when I said a few minutes ago that this was one of the most important matters, affecting every individual in the city, my statement was not a mere general statement, but I had for it a basis of fact, not only in my examination of the law, but in the steps I have taken and in my consultation with tenement house dwellers, and with architects. I might say that the suggestion which I have mentioned were not simply approved by our committee, but they were approved by the American Institute of

Architecture, by the Architectural League, and by the chief from the fire department, by the corporation counsel, by the leading architects of the city, Mr. Post, Mr. Flagg, Mr. Hastings, Mr. Gibson, Messrs. Withers & Dixon, by all the tenement house reform people, by all the charitable societies; and the interesting point is this: That all these people wrote to the building code commission urging the adoption of these suggestions and the building code commission replied that they had adopted the greater part of them. In my judgment this attempt to jam the building code through is a more serious menace to the interests of the people than the attempt to jam the Ramapo matter through. In the Ramapo matter the city simply loses money. On this matter, while the city loses money, everybody's health is affected. Their safety is affected. There are other points with special reference to tenement houses, in which this code is bad. They allow a wooden dumb waiter shaft to run three stories through a tenement house. After the Windsor fire and the Andrews fire, they allow that. Without any requirement for fire proofing. It can be entirely of wood, provided it does not go more than three stories. The natural effect of a wooden shaft in a building, when it takes fire is that it is simply a flue; it is like a chimney; that is all. It is simply an inflammable flue. There was a provision of the old law that cellar stairs should not be located underneath the stairs going up stairs to the second story. The object of that was that if a fire started in the cellar it would not be one continuous shaft for it to go up. If the cellar stairs are located over there, there would be simply a shaft for one story, so that the whole building would not be in danger. They have changed that so that is only applies to buildings where there is a fire-proof floor on the first. That means in tenement houses less than six stories they shall not have to do that. Then again they say it shall only apply when practicable. We all know what that means. The changes in the tenement house law seem to be all in favor of the builder. That seems to be entirely the intention of the commission. There were four builders on the commission.

Q. Does practicable mean anything more than the discretion of that board? A. It would be the discretion of the commissioner of buildings, I should suppose. And in these matters of discretion throughout the code, it is the discretion primarily of the building commission, almost entirely. There are also many section in which large discretionery power is given to the board of buildings. That is, the same three commissioners together. Then there are also other cases where discretionary power is given to the board of examiners. I want to say that these recommendations were approved by the press throughout the entire country from Massachusetts to Texas. It was considered a distinct advance in tenement house reform. We asked that no wooden buildings should be placed on the same lot as the tenement house in the fire limits. Instead of that they allow wooden sheds of an area of 2,500 square feet. That is, a whole city lot. I do mean to say that in this code there is a provision for wooden sheds on lots to that extent. Provided they put fire-proofing material on, that right exists. That is, tin. It says how high they may be; not over 15 feet. They not only allow 2,500 square feet, but say they can be greater when the commissioner of buildings gives them permission. They can be not more than 15 feet high. It is only a question of area. The area may be more than 2,500 square feet. If the commissioner of buildings gives permission.

Q. That makes the commissioner of buildings a sort of autocrat in his town, does it not? A. Well, the whole code does that. I can't say how many instances there are in that code where the building commissioner alone is given that power of discretion to alter the law. But out of 160 odd sections there are 55 sections where either the building commissioner, or the three commissioners together, are given such discretion. These gentlemen under that discretion can lift the building law practically off of everything in those 55 sections. Under one section they can modify the charter. They can modify any existing statute. Section 148 says: "The board of buildings, or commissioner of buildings, shall have the power, with the approval of the board, to vary or modify any rule or regulation of the board, or the pro-

visions of chapter 12 of the Greater New York Charter, or of any existing law or ordinance relating to the construction or erection or moving of any building or structures, removed or to be removed within his jurisdiction, pursuant to the provisions of section 650 of the Greater New York charter." In fairness to the building code commission, that ought to be pretty carefully explained. They claim that is simply repeating section 650 of the charter. It might be asked, if they are going to repeal one section of the charter why not repeal all sections of the charter bearing on buildings? For instance, those 21 sections relating to tenement houses, and several others they might repeat. Why not repeat them all? Then again there is this point: This does not specify under what conditions such power is granted. The charter is very careful to say that only when there are practical difficulties in the way, growing out of the strict letter of the law, and when the spirit of the law will be observed, and substantial justice done, and public safety secured, is such power granted. There is no mention of that here. Let me call attention to another peculiarity of the section. The charter says: "Any existing law or ordinance." That would mean, as I understand it, any law or ordinance in existence when the charter took effect January 1, 1898. Any existing law or ordinance of this code, it seems to me, would mean any law or ordinance in effect when the code takes effect, September or October, 1899. So that under this the building commissioner could not only modify all the laws passed at the last session of the legislature relating to buildings, and all the laws passed at the session in 1898, but, as this code is an existing ordinance, he can modify the whole code in time. If that is the case, why not simply have analogy in our laws and say every builder can put up a building as the building commissioner decides? If the building falls down, send him to jail, but give him absolute discretionary powers. Now, with reference to this, I had occasion to talk to the assistant corporation counsel who is on this committee, Mr. Morgan. I pointed this section out to him, and said, "You, as a lawyer, must know that

that is invalid; that the municipal assembly cannot give power to modify the charter." He said, "Yes, I know that; but one of the building commissioners wanted it put in, so we had it put in." Now, it might be interesting to find out who that building commissioner was and why he wanted it put in. It seems to me why a building commissioner would want that put in would be this: Let us suppose a builder or architect has his plans "held up," as they say, in the building department; that they are not approved for some reason or other. He is very anxious to commence his building, and goes to the commissioner or the department and sees one official and then another, and finally goes to the commissioner and says: "Why can't I go on with my plans?" "Well, you can't do so and so. I can't approve of that kind of construction." The owner says: "Why not? The code allows it." "But I have ruled you can't do it." "But you have no power to do that. The code says I can do it." "Well, I have got power to set aside that power any time I like." "Where do you get that power?" "Section 148." It seems to me the ordinary man that is shown that section would lay down his hands right away, and say the building commissioner has the power to change the earth. It would be used as a club, and whether there would be legal power in it or not the builder whose plans are held up, to whom the commissioner reads that section, would simply have to look at things as he found them and bow and submit. It would seem so to me, I may be mistaken, or else have a law suit. Now, that is only one instance. I can go through this whole code, if the committee have time, and care to go into it section by section, and it is the same way.

PART VII, SUPREME COURT, COUNTY COURT HOUSE,

NEW YORK, FRIDAY, *September 22*, 1899, 10.30 o'clock a. m.

The Committee met pursuant to adjournment.

Present: Mr. Mazet (the Chairman), Mr. Wilson, Mr. Costello and Mr. Hoffman.

PETER ELVERT NOSTRAND, being recalled and further examined, testified as follows:

Examined by Mr. Moss:

I have not produced the documents called for by the subpoena served on me last night. I have not had any instructions from the president to produce them. I have not conferred with him about it. He has not told me not to produce them. I do not produce them because of my confidential relations with the company as the chief engineer; that those papers asked for are the property of the company and will only be produced by direction of the board of trustees.

SILAS B. DUTCHER, being recalled and further examined, testified as follows:

Examined by Mr. Moss:

A. I was served with a subpoena last night to produce those documents of the company. I have not done so. I have made no effort to get them. I talked with Mr. Nostrand a moment here this morning. I did not give him any directions to comply with the subpoena. Not to bring any books here or any documents. No; nor to give them to me. I can not ask him to do that without direction of my board of trustees.

Q. Yes; but you are under subpoena. What steps have you taken to call a meeting of the board of trustees to enable you to comply with that subpoena? A. I haven't called any meeting. I have not intended to.

By the Chairman:

A. I have not intended to call any special meeting of the board. Our regular meetings are the first Wednesday in the month.

Q. You have no disposition now to have any action taken by your board of trustees to carry out the desire of this committee to have the production of those papers and maps? A. I have not felt disposed to call any special meeting. I said to Mr. Nostrand this morning, if you will allow me to say just what I said. I said to him that if the committee would call or designate a competent engineer to call at his office, that he should show them just what I advised him to show the representatives of Mr. Coler, and facilitate their work.

By Mr. Moss:

Q. If you could give that advice to Mr. Nostrand—that is, that he should exhibit them at his office, if the committee will hire a cab or walk down there to look at those things—if you could give him that advice, you could also give him the advice to produce those things here, could you not? A. Perhaps I could but I am not disposed to. I am very frank about it.

Mr. Moss—Yes; and your answers are very luminous and they serve our purpose very well, too.

The Chairman—The subpoena calls for the production of those matters here in the regular way.

The Witness—I know what it calls for.

The Chairman—And the committee is desirous of having them here.

The Witness—Yes, sir; I know what it calls for; and I am not disposed to take from the company's office what is in the custody of another officer, when you could have subpoenaed that officer just as well as you could have subpoenaed me.

By Mr. Moss:

A. That officer is the secretary. He was there for several days, for a week at least, after I was subpoenaed. I don't know where he is now.

By the Chairman:

Q. Your objection is purely technical, that these things are not in your custody as president, but are in the custody of the secretary? A. That is one of my reasons; yes, sir. The others are that I think you are asking for what I think you have no right to ask.

Q. Then that is really the ground you take? A. That is a part of it. I said to the engineer, when Mr. Coler sent his representative to me—I said, "Show him whatever is right in this matter, that will be useful to them, in arriving at proper conclusions regarding the capacity of the company for water supply, etc." I did not designate. I left it to him. I advised him to do that. I would not say "directed."

By Mr. Moss:

Q. When was the secretary last at the office of the company, to your knowledge? A. Well, I should say the last time in the neighborhood of two weeks ago; but I can't remember exactly. I don't remember distinctly, because I am not at the office every day. I am attending to my own business, when I can, in the Trust Company. I have not communicated with him since that time except this: I think it was a week ago last Saturday. Well, it was after I sent you the answer that I could not comply with your request. I did not know then really where he was. I supposed from what I had heard that he was somewhere in Connecticut, but I did not know where. On my way home to see my

family I stopped at Montclair and saw his father, and found him there also at his father's sick bed, and saw him there for a few minutes, and that is the only time that I have seen him. I knew he was at his office for a week after I was served, because I saw him in the office several days after I was served, and I think he was in my office after I was served. I am quite confident he was.

The Chairman—We fail to comprehend or to reconcile your two statements here. The statement has been made for whatever it is worth, in view of what testimony has been disclosed here of the attitude of the company, that this company is desirous of facilitating this committee and getting at the facts. That statement has been made. Yet, when we ask for the production of the records, the stock book and these maps and plans, etc., you take exactly the opposite course and refuse them and say we have no right to see them. Suppose we have no right to see them, then, if the company is acting in good faith and has nothing to conceal, why should you stand on that ground?

The Witness—For instance, you ask for the stock book. I do not think you are entitled to get all stock books. But I recollect that our counsel, after advice, tendered you a list from the stock book, which you declined to take.

The Chairman—Yes; we have gone over that. The committee declined to go into any bargain with the company or its counsel, or to take any attitude that would indicate any disposition to withhold any of this from the public. This is a public investigation; and if the committee is entitled to it, it ought to have it in the regular way and not to go into a private arrangement with the company. For that reason it was refused.

The Witness—I don't think the committee is entitled to it.

The Chairman—Your counsel has said that, and that is the attitude you take.

Mr. Moss—Of course that is one thing—that we are entitled to these matters is a question of law.

The Witness—That is a question that might be tried in another tribunal.

The Chairman—Certainly. Your opinion does not by any means determine that question. The point I was making is, the company has pretended to be willing to help the committee; yet they refuse to bring these maps and plans and books.

Mr. Moss—The gentlemen, Mr. Chairman, have heard the city officers testify, they have heard Mr. Dalton and Mr. Holahan and Mr. Whalen testify, and they have heard the mayor testify, and they know the impression that has been made upon the community concerning the attitude of those officers, and they know the community believes that stock has been given by somebody in this company to either officers or politicians of some kind. They know that is the belief. They know that is one reason why the community has the feeling that it seems to have about the Ramapo proposition. As I said yesterday, everyone of these gentlemen, however estimably he may have stood in the community, however splendid his reputation may have been—everyone who holds in front of him the vail, the cloak, and refuses, under this widespread belief and almost accusation of the public—everyone who refuses to show that most simple common book of the corporation, the transfer book, will be under a cloud he will never get from under during all his life. And you know the city or the city's municipal officers will never dare deal with that company. I have been loath to take that position, or to believe it, but I must say that if we do not succeed in getting the transfer book here, and these other things that we have attempted to get, we may feel that we have done a great service in compelling these gentlemen to write their own records, and make those records so clear that nobody will ever dare deal with them on the Ramapo plan. It has been said by one of the witnesses—quietly enough, but with great emphasis—that counsel was an assassinator of honesty. If that means an assassinator of Ramapo honesty, I suppose I am guilty of the charge; but I have been loath to occupy the position of an assassinator of Ramapo

honesty, hoping that it would prove to be the old-fashioned honesty that we are all so anxious to foster and to have something to do with. It is of very much less consequence to this committee whether these documents are produced than to the Ramapo Company; of very much less consequence to this committee than to the gentlemen who compose the Ramapo Company. If we had received that list of stockholders with a promise to keep it secret among ourselves, we would certainly have laid ourselves open to that which is now despised and distrusted in the community. We would simply have been putting our own reputations under a slight. It could not be thought of.

The Witness—May I, in reply to this, make a brief statement?

The Chairman—Yes.

The Witness—I want to say this: That that offer of the list of stockholders authorized you to examine every one of those stockholders, if you chose to do so, and get all the information that it was possible to get. Now, I would like to make a little statement for a few brief moments further. I attended the meeting of the board of public improvements on the 14th of June, 1898, and in substance made this statement: That we were prepared to enter into a contract; that if the city would inform us how much water they wanted, and where they wanted it delivered, we would be ready to name the price for doing it. From that day to this I have never conferred with any member of the board of public improvements, with any official in New York, with anybody, asking to press this matter or urge it in any way.

The Chairman—Mr. Lauterbach did that. He testified so.

The Witness—Mr. Lauterbach testified that he did press it. Now, so far as I was concerned, I was entirely willing to leave it to the underwriters and the merchants and the hotel men who had been pressing this matter for the last fifteen years.

The Chairman—You associate the two things. As I understand the situation, the hotel people were not particularly inter-

ested in your company. They were interested in getting an adequate water supply.

The Witness—They were interested in getting an adequate water supply at a sufficient head to be available in the case of fire. They had no interest, so far as I know, personally or as stockholders, in the company; and I am as certain as I can be of events that do not come all under my own personal knowledge, that no stock has ever been given to any officer of the city government or to any official in influencing them. There never has been an intimation——

Mr. Moss—You say “as far as you know?”

The Witness—So far as I know.

By Mr. Moss:

Q. Why, then, withhold the stock book? A. We offered the list of stockholders, that you could examine every one and get all the information it was possible to get.

Mr. Moss.—And the community would have had a right to believe that we had not summoned every one that was in that list, if we had entered into a contract of that kind with you. It is dangerous to enter into contracts with a company that cannot stand the light. Speaking of this list, are you aware that the great body of these names that were submitted to the board of public improvements signed a petition in 1883?

The Witness—The memorial to the legislature was signed in 1883, asking the legislature to pass an act authorizing the sinking fund commissioners to contract for water at such a head, and the legislature passed the act, and Governor Cleveland signed it.

By Mr. Moss:

A. I do know that when that memorial was made the new aqueduct had not been built. Since that memorial was made the new aqueduct has been built. And powerful pumping stations

have been erected. And new reservoirs have been built. But you do not get the elevation yet that you want.

Q. No. Mr. Birdsall testified the other day that if the Ramapo water were brought down it would be used in the upper part of the city and in Brooklyn, and that the pressure for the lower part of New York would be got from the High Bridge pumping station. If that be true, why could not another high pumping station be erected, to get the power down here that would be needed? A. Let Mr. Birdsall answer that question.

Q. Now, if the memorial of these citizens of 1883 has been so far answered that the city has spent millions of dollars in building a new Croton aqueduct, so that now we have two lines of supply; and in building new and strong pumping stations, and in erecting new reservoirs, do you think that it is a fair thing to use the signatures of these gentlemen that were got in 1883, under the conditions that have been stated? A. Because the specific desire of those men was to get water at a sufficient head to be available in case of a great fire, and I think that 300 feet head was mentioned.

Mr. Moss—You are mistaken about that, I think.

The Witness—Will you allow me to look at that a moment, to see whether I am mistaken?

Q. Yes; and Mr. Birdsall has shown the way by which that could be got. He testified the other day that the pipes would stand perhaps 30 pounds more, which would be 55 pounds. That is all they would stand down here. And that can certainly be got by the High Bridge pumping station, because he said so. Now, one thing further: You produced this memorial before that committee last August, with this impressive list of names, giving the impression that here are organizations and institutions—
A. (Interrupting) You mean June 14, 1898.

Q. All right. Here are organizations and institutions which have a standing in the community and are entitled to be respected. For instance, you have the Tradesmen's National Bank.

Is that in existence? A. Not now, but it was when that was signed.

Q. Was it in June, 1898? A. No; but that paper is dated 1895, is it not?

Mr. Moss—No, 1883.

The Witness—No, the one memorial is 1883.

Mr. Moss—(Showing paper) That is the one.

The Witness—If that is the one, that was 1883.

Q. You took these signatures in there in June, 1898, and you did not tell them the Tradesmen's National Bank had gone out of existence, did you?

The Witness—You say we took it there?

Mr. Moss—Who did? The underwriters?

The Witness—Mr. Hare produced that.

Q. How much authority had Mr. Hare there? A. I don't know. Why don't you examine him and ask him.

Q. Is the North River Bank in existence? A. Not that I am aware of.

Q. No; that is another one. Is the Wall Street National Bank in existence? A. I don't know.

Q. Is the Citizens' Savings Bank in existence? A. I think it is.

Q. You think so? A. The Citizens' Savings Bank—oh, I am not quite confident of that.

Q. Hatch & Foot? A. Not as the firm of Hatch & Foot, I think.

Q. P. W. Gallaudet & Company? A. I think they have failed since then.

Q. George William Ballou & Company? A. I don't know anything about them.

Q. Prince & Whitley? A. I don't recollect.

Q. Not in existence as a firm, at any rate? A. That may be.

Q. Lawrence Brothers & Company? A. I don't know.

Q. Mills, Robinson & Smith? A. Of course, I had no connection in presenting it.

Q. I want to see if a good portion of this old petition of 1883, which was answered by the building of an aqueduct and the extending of forty millions of dollars I am told. I want to see how fair it was to use this. Since the memorial of 1883 forty millions of dollars have been spent on the Croton water supply for its improvement— A. (Interrupting) The estimate, I think, was less than seventeen millions, and it has cost nearly two and a half times what the estimate was.

Q. (Continuing) Exactly; and that petition, which has been so far answered, and is so far out of date, which you put in— A. (Interrupting) No, don't say me.

Q. (Continuing) Which was put in for a make weight on general principles, has on it many concerns that are no longer in existence. Lomis L. White & Company, Charles E. Belden, Britton Van Vechten & Company, Wilcox & Baird, Stout and Thayer & Company, Van Embaugh & Atterbury, Simon Berg & Company, Dickinson Brothers— A. (Interrupting) Isn't Simon Borg in business yet?

Mr. Moss—If you say they are, all right.

The Witness—I don't say they are, because I don't know.

Mr. Moss—If you notice any among these firms not in business, say so.

The Witness—I think a number of them are, but that is not my document. I didn't put it in. I think you should examine the underwriters.

Q. (Continuing) Moritz Meyer, Peters & Pell, Paulding & Slosson, Grossbeck & Schley, Hatch & Kendal, Martin & Runion, Rufus Hatch, Van Shaick & Company, Howard Lapsley & Com

pany, Boody, McClellan & Company, Adams, Kellogg & Mason, D. C. Wilcox, and I could read more of them. This has not been examined with very much care. Now, did not your counsel argue on this petition at the meeting in June? A. I don't recollect. The representative of the underwriters himself—there are two or three representatives of the underwriters that were there, according to my recollection.

Q. Yes; Mr. Stephen E. Barton? A. Yes, sir.

Q. And he made a speech and talked about the children who were dying for want of water, and crying, and it was afterwards discovered that he was a stockholder in the Ramapo company?

The Witness—To whom do you refer now?

Mr. Moss—At what time?

The Witness—At one of these meetings. I am speaking of the 14th of June, 1898, when the representative of the underwriters, the vice-president of the Home Insurance Company was there. I think that Mr. Barton was also there. My recollection is that Mr.——

Mr. Moss—Why, this is the very document, or a copy of it, that Mr. Lauterbach held in his hand the other day when he sat on the witness chair.

The Witness—Very true.

Mr. Moss—And referred to it.

The Witness—Very true.

Mr. Moss—It has been one of the stock arguments

The Witness—Very naturally so, when it represented more capital than any petition ever presented to any committee in the United States.

Mr. Moss—Mr. Dutcher is a gentleman that can influence capital.

The witness—I had no connection with it at all. In fact, nothing to do with preparing it or presenting it.

Q. How does it come that this disinterested petition of J. M. Hare, for the board of fire underwriters, should contain in it the very language that is in the contract that was proposed before the board of public improvements? A. I suppose because it was what they wanted, and the contract was drawn in accordance therewith.

Q. Then do you mean to say that the board of underwriters was in partnership in any connection, some way or other, with the Ramapo company, so that the language of the Ramapo contract got into the petition of the fire underwriters? A. Whether the language of the petition of the fire underwriters was put into the contract, I think the one was a great deal later than the other.

Q. Listen: An appeal is made to your honorable board to take such action as is within your power, to secure for this city, without further delay, “an abundant supply of pure and wholesome water”—that is the identical expression—“to be delivered by gravity”—almost the identical expression—“at a pressure due to an elevation of not less than 300 feet above tide level.” That most peculiar, artless, artful expression, that did not strike even the genius of Mr. Whalen while he was examining it. How does it come?

The Witness—What is the date of that?

Q. How does it come that that peculiar language is to be found both in this memorial, signed by Mr. Hare on behalf of the board of fire underwriters and in the contract prepared by your counsel and examined and approved by Mr. Whalen? The date of this document is June 10, 1898? A. No contract had been prepared then, and I think, if it is a proper question, you should ask the counsel who prepared the contract why it was put in, and not ask me.

Q. Did the counsel who prepared the contract prepare this me-

memorial that was signed by Mr. Hare? A. Not that I am aware of. You will have to get that information from him.

Q. How did it happen that the gentleman who prepared this memorial had exactly the same legal verbiage in his mind as the gentleman who prepared the contract? A. If you go back to the original petition, I think it is a petition for water to be delivered by gravity at a pressure due to an elevation of not less than 300 feet above tide level, and by gravity. Am I right about that?

Mr. Moss—I do not know.

The Witness—Will you allow me to look at it a moment?

Mr. Moss—A great many of those signatures were made in 1895; and since 1895 the great mains have all been laid, so the witnesses have testified. The great mains down Fifth avenue were laid, as you remember, since then. Here is the language of the memorial: There is in the mountain districts west of the Hudson river an abundant supply of the purest water, which can be delivered anywhere in the city at a pressure due to 300 feet above tide water. This will give a head sufficient to throw a stream over the top of the highest buildings, etc.

The Chairman—In view of that language, Mr. Moss's question is whether that petition was drawn by the same person who drew the contract.

The Witness—I think not. You will have to ask the man who drew the contract, to get that information.

Q. You said that this memorial went to the Legislature. Do you not know that the great mains down Fifth avenue were laid during the last administration, in pursuance of authority from the Legislature, at a cost of a million dollars, and that they are not tapped north of Forty-second street for the express purpose of bringing a large head of water down into the fire districts here? A. I did not know that. I do not question but what it is so, but I don't know it.

Q. So that the situation has been materially changed since those ancient papers were gotten up that you have in your hand?

A. But I want you to understand my position very distinctly, and that is this——

Mr. Moss—I do.

The Witness—Pardon me; I would like to say it distinctly, that I have never asked these people or the city government to purchase this water. I said if they wanted it we were ready to enter into a contract and name our price. If they do not want it, all they have to do is to so state. Then we will know what to do with regard to the development of our property for power.

Q. Then how did your counsel develop into a nuisance towards Mr. Holahan? A. I can't explain that. That you should ask from him.

Mr. Moss—We have asked him, and that was his statement, and Mr. Holahan's statement also.

The Witness—I am stating for myself and not for anybody else.

Q. What has become of the People's Telephone Company? A. I think the People's Telephone Company is an organization of a number of years ago that is defunct; but the People's Telephone Corporation is a new company organized about a year ago. It is in existence. It has been seeking for a permit to construct telephone lines. It has not sold out to anybody. It is in existence. I think there is no doubt about it that it would do business if it could get the permit. I am the treasurer of that company. Their counsel has applied to the city authorities—I think the commissioner of lighting and supplies—for a permit. I don't know what reason he has assigned for not giving a permit to the People's Telephone Company. There is no reason that I know of why we should not have it. It was the purpose of the People's Telephone Corporation to cut down the telephone rates in the interest of the community, and we took, I think, in the neighborhood of seven thousand contracts that we should lower the rates

if we got a permit. I do not know of any reason why that permit should not be granted, and I believe that the company is expecting it almost daily now. I think it is—I should say four or five months ago—that counsel made the application. I am not aware that any demand has been made on the company for anything as a consideration, or any pressure been brought to bear upon the company to give out any of its stock, or anything like that. I am not expecting that; but still this matter hangs.

Q. Let us see what this company offers. May I read this? I am glad to examine you on an entirely different line. This is creditable to you and to your actions? A. No more so I think than the other, perhaps.

Mr. Moss—I trust not.

The Witness—I think the anxiety to get pure water and plenty of it is a good reason.

Mr. Moss—If the Ramapo matter be as honorable and public spirited as this, show your books. If you do not, we will not believe it.

The Witness—My credit and character is such we do not need a mercantile rating.

Mr. Moss—I understand you have no mercantile rating.

The Witness—We don't want any.

Mr. Moss—You have no property.

The Witness—We have paid as we go. There are no bills against the company unpaid.

Mr. Moss—The gentlemen that have done service are not putting in bills. Not an officer has been paid a salary, has he?

The Witness—Not that I am aware of.

Mr. Moss—Everybody has been paid in stock, so far as they have been paid.

The Witness—I don't know about that.

Mr. Moss—(Reading from the People's Telephone business card) “We offer a first-class modern service, equipped with long distance telephones on metallic circuits. A message rate of \$40 per year. Extension (desk) telephone \$1 per month. Installation free. An unlimited service (Bell \$240) at \$100, with 100 coupons free, good at any pay station.” That would be a reduction from \$240 to \$100. “A group-line residence service, unlimited call, at \$1 per month. Private exchanges of five or more instruments from two to three cents per call. A guarantee of these rates for five years, with a ten per cent. rebate to stockholders.” Now, we have got this matter public at last. Your corporation exists, your president is Darwin R. James. It seems to have connected with it men of standing and strength. You are ready to do business. All you need is the permit, which hangs on the will, curiously, of one man, not elected by the people, the bureau chief, Mr. Kearney, and all you need to do business and cut down the telephone monopoly is this permit. You have been waiting for it for four months. I trust we may have done a service for you, and it will help you to get that permit next week.

The Witness—I hope so.

Mr. Moss—If you do not get it, please to let us know.

The Witness—We will be ready to answer whenever required.

LAWRENCE VEILLER, being recalled and further examined, testified as follows:

Examined by Mr. Moss:

I said last night that I believed this building code which is in process of being jammed through is a great danger, and a greater menace to the community than the Ramapo water con-

tract. I am still of that opinion. It seems very apparent. The Ramapo water contract simply means that the city loses money by a swindle, and the building code means that builders and architects and men interested in different kinds of building material will lose business. But in addition to that the life, health and welfare of the people are endangered. After many years of work in charity work we have come to the conclusion that the main cause of poverty in New York city is the tenement house, and if you remove the environment created by the tenement and give a decent environment to the children, you will cut off the expenses of jails and prisons and cut down the \$25,000,000 a year that the State spends for charity. I mean that the tenement house ought to be considered and that the bad features of the tenement house should be eliminated—unquestionably. So as to make them decent places to live in and proper places in which to bring up children. I would like to say on that point that it must be remembered that the people who live in tenement houses are not only poor people or disreputable people, but all our decent working men live in the tenement house, and they suffer from these things. They pay enough for decent homes.

By the Chairman:

Over one-half of New York city's population lives in tenement houses. There were over 40,000 tenement houses in the borough of Manhattan and Bronx alone, and they are increasing at the rate of 2,000 a year, new ones.

By Mr. Moss:

And the particular feature of this building code that I have been specially interested in is that which relates to tenement houses. The average rent paid for a tenement apartment depends upon the number of rooms. The average rent paid for a three-room apartment, which is the average kind of apartment, ranges between \$9.50 and \$12.50 a month. Three little rooms, about six by ten, and two of them dark. A five-room apartment

of larger rooms, anywhere from \$22 to \$35, depending upon location in the city, and depending on the neighborhood.

Mr. Moss—I wish you would give the names of the gentlemen composing the society of which you are the secretary, and which you represent?

The Witness—Our chairman is Mr. Frederick W. Holls, the secretary of the National Peace Conference at The Hague. Then we have Mr. Robert W. DeForest, the attorney for the Central Railroad of New Jersey, and president of the Charity Organization Society. Mr. George B. Post, at the head of the architectural profession of this country. Mr. Ernest Flagg, the architect who built the Mills hotels and St. Luke's hospital, and who is now doing the Naval Academy at Annapolis. Mr. Constant A. Andrews, president of the United States Savings Bank, largely interested in the condition of the poor. Professor Felix Adler, who was a member of the State tenement house commission in 1884. Mr. Richard Watson Gilder, who is the editor of the Century Magazine. Mr. J. Riis, the leading philanthropist of New York city, who has devoted his life to the cause of the poor during 20 years, and has done more for their benefit than any man in the city. Mr. John Vinton Dahlgren, who is now dead, was a member of our committee, a leading New York lawyer. Mr. Edward T. Devine, the general secretary of the Catholic Charitable Society. Mr. E. R. L. Gould, who was for several years at the head of one of the departments of the bureau of statistics and labor in Washington, and who made an extensive study of the houses of working people all over the world, which was published in the annual report of the bureau of labor in 1895. I think that covers the committee. I am not sure. I will give the names and state the positions of that building code commission. In the first place we have Mr. W. J. Fryer, who is reputed to have drawn the code. Mr. Fryer advertises in the Real Estate Record and Guide that he offers his services to anybody who wishes to consult him about the building laws, or about the building department; and he advertises, "Charges high, services good." 1

think he has been before you. I am not aware that Mr. Fryer belongs to any architectural society. Mr. Fryer, the member of the code commission, is also a member of the building board of examiners. He is a member of the city building department, and has been for 40 years. I think he represents the Society of Architectural Iron Manufacturers. He used to be in business. I do not know whether that is a well known society. It has been in existence some 14 years, though, unquestionably. Another member of the committee is Mr. Cornelius O'Reilly, he is also a member of the board of examiners. He represents some real estate exchange, I think. The New York Real Estate Exchange; and also he is a member of the New York Building and Land Appraisement Company.

By Mr. Hoffman:

A. Mr. O'Reilly has been on that commission, I think, for a number of years. Almost as long as Mr. Fryer. I think the commission was appointed at the instance of Mr. Fryer and Mr. O'Reilly. Then there is Mr. Thomas J. Brady, the commissioner of buildings for the boroughs of Manhattan and the Bronx, who is also a member of the board of examiners, and was also in the building and land appraisement society as an officer. Mr. John Guilfoyle, a commissioner of the department of buildings for the borough of Brooklyn. Mr. Daniel Campbell, commissioner of the department of buildings for the boroughs of Queens and Richmond. Then there is the assistant of the corporation counsel, Mr. Rollin M. Morgan. Then there are a few builders. I think a man by the name of Bernard Gallagher, Mr. Daniel Callahan. Mr. Gallagher represents no institution that I know of. He is simply on the commission.

By the Chairman:

Named by the president of the council, elected by the board of alderman and ratified by the mayor, Mr. Gallagher and Mr. Callahan. Mr. Rudolph L. Daus, an architect of Brooklyn; Mr. Robert McCafferty, a builder, and Mr. George A. Just, an iron con-

tractor and engineer, of the firm of Lewisson & Just. There is no representative of the fire underwriters on that commission, none at all.

By Mr. Hoffman:

The insurance companies are not represented. They are on the board of examiners. That is a different proposition.

Mr. Moss—The witness states, in answer to Mr. Hoffman, that the board of fire underwriters, and the insurance companies are not represented in the building code commission.

The Witness—Nor is the fire department.

By Mr. Moss:

A. I said yesterday when this matter of the composition of the commission was before the municipal assembly a resolution was introduced to put upon that commission the chief of the fire department, a representative of the underwriters, and representatives of the different architectural societies. I would like to explain that point, if you care to hear it. One of the strong criticisms that I made upon the code yesterday was that I think it gives an enormous amount of discretion to the board of buildings and to the commissioner of buildings. The commissioner of buildings is Thomas J. Brady, and the board of buildings is composed of the three commissioners. So that a commission consisting of the three building commissioners, who form the board of commissioners, containing also their associates in the board of examiners, with whom they have been associated for many years, framed a code that gives to these very same gentlemen unlimited power of discretion and power to alter the very code that they enacted. In other words, they create the power for themselves. That is it exactly. And that is the thing which was jammed through the board of alderman the other day, and now awaits the action of the municipal assembly.

By Mr. Hoffman:

A. I say they create the power for themselves. I refer as "themselves" to the board of examiners, Mr. Brady, Mr. Guilfoyle, Mr. Campbell, Mr. Fryer and Mr. O'Reilly. Nobody else. The board of examiners has not the exclusive power of passing upon any change in the provisions of the building department in the erection of buildings that I specified yesterday. I can specify some provision of the Greater New York charter which gave them that authority. I don't think I did yesterday.

Mr. Hoffman—You refer to section 251?

The Witness—No sir, I never mentioned it.

Mr. Hoffman—Some such section.

The Witness—I am very glad to answer that question now, if you put it.

Mr. Hoffman—I would like to have you answer it.

The Witness—The board of examiners have power under the law to modify the law only in three distinct classes of cases. First, when there are trifling difficulties in carrying out the strict letter of the law, and when the spirit of the law will be observed and substantial justice done and public safety secured. Section 649, I think, in the building department. The second case where they may act is where the provisions of the law do not apply to the point at issue. That is, where there is no law on the subject. And the third case where they may act is where an equally good material or better material than the law requires may be used. Only in those three classes of cases has this board of examiners the right to act; but I am informed they act all the time on every kind of a case.

By Mr. Moss:

A. Even now the records of the department will show that.

By the Chairman:

A. I do know who constitutes the board of examiners. I do know the different societies the different persons represent. It is all established by law. In the first place, the New York Chapter of the American Institute of Architects. One member of the New York Board of Fire Underwriters. Two member of the Mechanics and Traders' Exchange. One member of the Society of Architectural Iron Manufacturers. One member of the Real Estate Owners and Builders' Association. One member of the New York Real Estate Exchange, Limited. The commissioner of buildings, ex officio, and the chief of the fire department, ex officio.

By Mr. Moss:

Q. Is there any reason now existing why these societies should be picked out of the many societies in New York to furnish the building experts to supervise building in this city? A. I can see no reason why there should be such a method of constituting a board of appeals under any circumstances.

Mr. Moss—Never mind. I am speaking of these societies.

The Witness—No.

Q. If those societies were prominent in 1885, when the board was created, is there any such prominence in them now? A. In some there is, yes, sir; not in all of them.

Q. So that as the circumstances are now, there is no reason why the real estate owners society—what is it its full title? A. I think the Real Estate Owners' Association.

Q. There is no reason why the Real Estate Owners' Association should furnish a member to that powerful board, while the society of architects has not that privilege. There is nothing in the composition of that body which represents the building interests and the living interests of the people, is there? A. I should say that a good many building interests are represented, but not the living interests.

Q. Still continuing upon the composition of that code commission, you mentioned three gentlemen who are building commissioners who voted to give themselves tremendous discretion, did you not? A. Yes, sir.

Q. Two gentlemen who are their close associates, who voted to give to them as well as to the board of examiners immense discretionary powers; and four builders besides. Now, are not those four builders, as all builders must be, under the immediate supervision, in their building operations, of those very commissioners, and of those very members of the board of examiners? A. Entirely so; they are at their mercy. So that that adds four more votes to the building commissioners' phalanx. Those four gentlemen being builders and being engaged in building in the city, being under the mercy of those building commissioners, have had to sit down and vote for a code that gives all this wonderful power to the building commissioner and the building board. The building commissioner of Brooklyn is not on the board of examiners. I understand there is no board of examiners for the borough of Brooklyn. I understood the commissioner said the other day he would not stand such interference. If he was not competent to run his department he would get out.

Q. Then the people who build in the borough of Manhattan have got to manage their matters as well as they can with the board of examiners; but the people who live in the other boroughs are free from that interference? A. That is right.

Q. I think you said yesterday that several members of the board of examiners have been for years engaged together as co-partners in a building and land association. Is that so? A. Mr. Fryer, Mr. O'Reilly, Mr. Samuel McMillan, are all members of the board of examiners, and two of the members of this building code commission have been officers and partners in a private company.

By the Chairman:

A. Mr. Fryer and Mr. O'Reilly have been partners in the New York Building and Land Appraisement Company, with offices

in the Havemeyer building; and up to some short time ago, Mr. Brady, the building commissioner, also a member of the board of examiners, also a member of the building commission, was an officer of the same company.

By Mr. Hoffman:

A. An ordinary person goes to that company and asks for a circular of their business, and they will give the ordinary person a circular with a list of the officers printed on it, and on that you will find that among the officers is Thomas J. Brady, superintendent of buildings.

By Mr. Moss:

A. His title put on the paper; and the circular states that all these gentlemen have peculiar facilities for knowing the value of building in New York city, and have peculiar knowledge of building operations.

Mr. Hoffman—For the information of the committee, and of the witness, I remember that you asked Mr. Brady in reference to this matter, and he said he had ceased his connection with that concern for a long time.

Mr. Moss—That is true, but how does it happen that his name is printed with that title, superintendent of buildings?

Mr. Hoffman—I believe you asked him at that time and he so answered it. You will have to ask him.

Mr. Moss—This looks like a building ring, making a code to perpetuate itself and make it a tighter ring, and give it a greater hold on the community.

The Chairman—I suggest to Mr. Veiller that he point out in what respect it does that.

Mr. Moss—I think he has been pointing them out; and I ask him if that is the effect of his testimony.

The Witness—I prefer not to draw conclusions. I think it is apparent to anybody what the effect is. I might say further that the peculiar circumstance of this combination is that whenever an attempt has been made to get better building laws, there has always been a certain delegation to oppose those attempts, and that delegation has always consisted of Mr. Cornelius O'Reilly, Mr. William J. Fryer and Mr. Samuel McMillan.

By Mr. Hoffman:

A. These three gentlemen I have just referred to occupied the same position under the Strong administration, and held the identical position they now hold.

Q. There is no politics in it one way or the other, then? A. I should say there was politics in it both ways.

By Mr. Moss:

Q. But there was no building code attempted to be jammed through by the previous administration; and the previous administration did not appoint these gentlemen as the men to draw the building code? A. It is hard to say who appointed them. They seem to be self appointed.

By the Chairman:

A. I remember that a bill was pending in the Legislature at the last session of the Legislature to wipe out the present code commission.

By Mr. Moss:

A. The former administration did endeavor to legislate this board of examiners out of existence.

Mr. Moss—We might as well be fair, you know.

Mr. Hoffman—That is right. I wanted to bring that out.

The Witness—I suggest that you call the superintendent of buildings, and he can enlighten you.

Mr. Hoffman—They had a very good opportunity. The party in the Legislature was in accord with the executive at that time. It is a very singular thing they did not do it, with both the legislative and executive branches of the government.

The Witness—I testified the other day that all of the innovations in this present code, so far as they apply to tenement houses, are against the interests of the tenement house dwellers, but in the interest of those who construct tenement houses entirely. They make no provision for the proper size of light shafts; they make no provisions for remedying the evils of dark halls in existing buildings; they make no provisions for limiting the minimum area of rooms; they allow tenements to be erected to a height of eighty-five feet, non-fireproof, when they should be limited to the height of six stories; they do not make proper provision about the location of cellar stairs in certain classes of tenement houses; they do not make proper provision about the spreading of fire in tenement houses, in reference to stud petitions; they make no provision for bath facilities in tenement houses; they do not lessen the danger from fire, but on the contrary permit wooden buildings to be placed on the same lot with tenement houses in the thickly settled district; they, by ingenious definitions, attempt to break down the whole tenement house law and destroy the work of thirty years in their section 9, which is absolutely iniquitous; they give such large powers to the commissioner of buildings and to the board of buildings that practically all the laws will be set aside, and no builder or architect will know where he stands, but will simply have to do what he is told to do, rather than to fight them. I think that covers the tenement houses.

The Chairman—There is another provision that has been omitted in regard to the minimum area of rooms.

The Witness—I think I mentioned that. They do not limit the minimum area of rooms; but I understand it is the custom of the building department not to permit rooms less than 600 feet. I think they are perfectly sincere in every way about that.

Mr. Moss—Alderman Sherman said yesterday that in his judgment this measure was conceived in crime and passed in crime. Do you have the same sentiment about it?

The Witness—Of course it is very hard to get at the motives of people, Mr. Moss. But all the circumstances point that way. I cannot conceive how any public body of men who have faith in their code would wish it rushed through, or would be unwilling to have it printed, or would be unwilling to have discussion, or who would be silent under criticisms of technical points—detailed criticism; or would frame their laws in such a way that they would lead to evasion. I think all those things point to bad intention. I would not like to say bad intention. I said yesterday that the attention of the commission had been called definitely and specifically to these points in the tenement house law that I have referred to, and in their official report they say that they have adopted all of those recommendations and have made laws that will make tenements more sanitary. That is absolutely false.

Q. Is this a copy of the little pamphlet that you presented to the commission? A. Yes, sir.

Mr. Moss—I would like to have that marked.

The pamphlet is marked "Exhibit 1, September 22, 1899, C. P. Y."

Q. I would like you to broaden this discussion of the code a little bit. Let us notice the other features which, perhaps, extend beyond tenement houses. I would like to have you particularly consider Part III; definitions. Let us take section 8, the definition of a private dwelling. What have you to say about that? A. This is an innovation. The old law had no definitions, except definitions of tenements and lodging houses, and definitions of what constituted a cellar. There were no definitions of different classes of buildings. The common acceptance of the term was what ruled. Every one knew what a private dwelling was, or a hotel. I want also to point out this fact, which I be-

lieve is correct, from a legal point of view. If it is not, I hope you will correct me. That where, in a special act of this kind, a special definition is made of a certain class of buildings, and further in the act there are definite provisions relating to that class of buildings, the courts will construe a building only to be such as comes within the meaning of that definition. That is, it is a definition for the purposes of the act, and any building that does not fall under that definition would not have to comply with the other provisions of the code relating to that definition. Assuming that, then, these definitions have a very serious bearing. Taking up section 8, definition of private dwellings, I will read it: "A private dwelling shall be taken to mean and include every building which shall be intended or designed for, or used as, the home or residence of not more than two separate and distinct families or households, and in which not more than fifteen rooms shall be used for the accommodation of boarders, and no part of which structure shall be used as a store or for any business purpose." Now, under that definition you would get this situation: Suppose I am a doctor, and I own a four-story dwelling, and I live in it with my family, and on the first floor is my office. It would not be a private dwelling under that definition, because a part of it is used for a business purpose. Or, if you quibble on it, and say that is a profession, we will assume this case: Suppose the first floor is rented to a dressmaker. There is a business. That would not be a private dwelling. It would not be a tenement house because there are not three families. Supposing the person owning the house should make dresses or garments of any kind in the lower part of it, it would not be a private dwelling. It would not be a tenement house, because there are not three families. It would not be an apartment house, because there are not three families. It would not be a lodging house because people are not harbored and lodged for a week or less. It would not be a hotel, because there is no public dining-room. It would not be a boarding house, because there is no public dining-room. It would not be an office building, because an office building, it says, shall not be so and so. It would

be nothing. There would be no law applying to that building. Take this provision here: "Two or more such dwellings may be connected on each story when used for boarding purposes, provided the halls and stairs of each house shall be left unaltered." That is, private dwellings. That seems nonsense on the face of it. One is rather inclined to ask why it should be put in, because there is nothing under the law to prevent any such thing. Any man can connect his buildings who does not injure the walls. That does seem harmless, taken alone, but if you will look at section 103, which relates to fire escapes, you will see that it reads in effect this way: That on every hotel, and buildings of their class, and on every boarding house having more than fifteen sleeping rooms, above the basement story, there shall be provided proper fire escapes. Now, see what we get, taking these two together. Suppose four boarding houses adjoin each other, with only twelve sleeping rooms above the basement story in each. Under section 8 they can connect those boarding houses by stairways. As soon as they do that they no longer have four separate boarding houses, but they have one large boarding house with forty-eight sleeping rooms, and no fire escapes. They would claim this: That the house has only twelve rooms, so we do not have to put up fire escapes. The law says that he must have fourteen. The building commissioner could object and say, "This is but one house. You have connected it." "We are specially authorized to connect it"—otherwise what is the meaning of that? That has been thrashed out in the case of the department of buildings against Field, Appellate Division, in 1896 sometime. Let us take section 11, office buildings. In the old law they never defined an office building. I will read it: "An office building shall be taken to mean and include every building which shall be divided into rooms above the first story, and be intended and used for business purposes and no part of which shall be used for living purposes, excepting only for the janitor and his family." Now, what could a man do under that? Notice that it is not an office building if there are accommodations for any family besides the janitor's family. A builder wishing to

evade that law could put up an eight-story office building, provide accommodations for the janitor's family, and also provide accommodations for one more family. Then under that definition it would not be an office building, because there accommodations for more than one family. Therefore he could violate all the laws relating to office buildings, make his walls thin, and use light iron. It is not a hotel, it is not a lodging house, it is not a private dwelling, it is not a tenement house. There is no law applying. Let us take the definition of the hotel, section 10: "A hotel shall be taken to mean and include every building or part thereof intended, designed or used for supplying food and shelter to residents or guests, and having a general public dining-room or cafe, or both, and containing also more than fifteen sleeping rooms above the first story." I will have to take this up in sections, because there is a good deal in it. In the first place, what is a cafe? Do they mean the red light cafes on the East Side, that cause so much vice and degradation? What is a cafe? There is no definition in the law. There is no definition anywhere. Now, again, "containing also more than fifteen sleeping rooms above the first story." That is, a hotel that had fourteen sleeping rooms would not be a hotel, under this code, would not have to comply with these laws; would not have to be built fireproof. There would be no law that applies to them. All the Raines law hotels, every one of them, would come right under this, and would not have to comply with any of these provisions. A Raines law hotel has to have ten rooms, and the definition of a hotel here is made to apply to more than fourteen rooms—fifteen rooms. Consequently this leaves out in its operation all of those places calling themselves Raines law hotels. At the present time, whether the law is carried out or not, the law requires that the first floor of every hotel shall be fireproof—that is, I understand it that way. It is a pretty complicated point.

Mr. Moss—It has been decided, I will say to the Chairman—there has been a test case, made in the latter part of Mr. Constable's administration, upon a claim that the law applied to such houses whether altered or newly erected. That case was

tried during his administration, and the rule was established by the court, down towards the latter part of his administration. I remember the case.

The Witness—I doubt that because nothing has been done to alter the existing hotels.

Mr. Moss—I made the case, so I know it is done.

The Witness—I suppose the hotels would have been altered, if that had been the rule.

Q. You are judging from what you did not see. But, however that may be, the definition of a hotel is so arranged in this code as to exclude from the requirements of the code that numerous class of hotels that we call the Raines law hotels. Go ahead. What next? A. Under this definition a boarding house having fifteen sleeping rooms above the first story would be a hotel, because all boarding houses have public dining rooms. They supply food and shelter. You know how most boarding houses come into existence. They are not built as new buildings. They are old residence buildings that are altered, and generally a boarding housekeeper is a woman of small capital. Is it fair to say that a boarding house where a comparatively few number of persons are sheltered shall comply with all the requirements that a hotel holding a thousand people does? It would have to under this clause. Now, further on they make a provision stating that a hotel hereafter erected shall not cover a greater space, or more than a certain percentage of a lot; 95 per cent., I think—90 per cent. about the second story floor level. That is, they make a grade, a series of additional or less percentages that it may cover as the height increases. That simply says, you notice, “that whenever such buildings are hereafter erected.” It does not say any buildings hereafter altered. In other parts of the code, when they are making provision about new buildings, they are always careful to insert that clause “or altered or converted,” so that they must comply with the same laws that any new build-

ing would. Then again the law would be very good in some respects, if they provided a minimum size of shaft that might count as unoccupied area; because if they have a long thin shaft, merely tenement shafts, they are worse than none. So that is not a good provision, unless there is a restricting clause, saying that any shaft less than 25 square feet in area shall not count. Then, again, after making this very elaborate scheme of percentages of lots that can be occupied, it is all overturned, because it says, "In case any such building is to occupy a number of lots, the commissioner of buildings having jurisdiction may allow the free air space proportioned as herein stated, to be distributed in such manner, as, in his opinion, will equally as well secure light and ventilation." Does any man put up a new hotel on less than two lots? Does he put up a hotel on a single lot? So that in all cases it is on a number of lots; so that in all cases it is left to the discretion of the commissioner of buildings.

Q. Then in the matter of hotels, with all of the experience that we have had the building commissioner alone can violate the law? A. Only as to the percentage of the light, in this respect. There may be other requirements further along.

Q. Is there anything more to be said about definitions? A. Only that they all ought to be stricken out. They serve no purpose. Unless it be to provide loopholes and to give discretionary powers to the building commissioner. I can see no other purpose. It is a dangerous thing to make a definition in a special act, you know. As to the measurement of height for buildings and walls, section 6 (reading): "The height of buildings shall be measured from the curb level at the centre of the front of the building, to the top of the highest point of the roof beams in the case of flat roofs." Now, that is a departure. The new law provides that the measurement of the height of the building shall be from the curb to the highest point of the roof beams. That is, the top of the beams of a flat roof. As to the high pitch roof it is all right. As to the flat roof, take this section in connection with one other, and you can see what can happen. That is, a man can build a tenement house 85 feet from the curb level to

the highest point of the roof beams. That would be legal. Then he can put a cornice on the front of it, six feet high, if necessary. That would not do much harm. Then he can put on a roof—what is called a bulkhead. That bulkhead might cover two-thirds of the roof and he could divide that bulkhead up into living apartments, and he would have another story on the building, because it only measured 85 feet to the highest point of the roof beams. That was actually attempted in this city not long ago. It failed. Because it could not be done under the present law; because it was discovered by the building commissioner. But under the proposed new law it could be done. That definition could be so modified to make the measurement to the highest point of the building, or there should be a clause inserted to say that no bulkhead shall be placed on such a building of a larger area than so and so.

Q. Is there anything in this code which gives to the commissioner of buildings the power to harass a builder and make his life miserable? A. I should say the very extensive grants of discretionary power would do that, if the commissioner was corrupt—assuming that he be a dishonest one or tyrannical. The provision No. 16 for cement mortar. They define what shall be considered in this Code Portland cement. Of course Portland cement—everyone knows what that is. It is a standard cement that has been used for years in the market. They describe it as such a cement as will, when tested, do certain things under the test. Then further on, in the same section, they say: Said tests are to be made under the supervision of the commissioner of buildings, having jurisdiction, at such times as he may determine, and the record of all examinations answering the above requirements shall be kept for public information. Now, I will have to explain that somewhat fully in order to let you appreciate it. One of the great troubles of the old code, the trouble the builders and architects had to find with it, was that whenever they wanted to use a form of construction that had been in use perhaps for ten years, and in a thousand buildings, they would have to go to this board of ex-

aminers we have mentioned every time, and get a special permission to use it. That is, the board did not adopt a general rule, applicable to all cases of that kind of construction; but each case had to be passed on itself every time.

Q. Let me see if I can illustrate that. If we were to take a copy of the minutes of last week's meeting of the board of examiners, we would probably find how many cases of applications for permission to use the J. W. Rapp fire proofing? A. I think you would probably find a good many.

Q. What is the average number for each meeting? A. I don't know. I haven't followed it up.

Q. There are generally a number? A. There were six or eight at a recent meeting, I remember seeing.

Q. The architect applies in each case for permission to use that J. W. Rapp? A. Yes, sir. Sometimes the maker of the fire-proofing applies; he is authorized to do it. That indicates that he has filed his plan for it, that the building commissioner has not approved it, that it has gone to the board of examiners as an appeal, and that the board of examiners passes upon each case. There is no real difference between the Rapp system applied to a house on one block and the Rapp system applied to a house on the next block. Not if the buildings are used for the same uses. If they are both office buildings, or both private dwellings, or both schools or both hotels. What I say is that there is no general rule or decision permitting the use of a particular kind of material, but each time a man wants to use that material, he has to make a special application and get a special permit; and that may take a month or six weeks to get it. Sometimes it is done quickly, but as a rule it is a matter of delay. I instance that to show you the effects of the old code. It was hoped when the new code was made that it would remedy it, it is so easy to remedy it. They could have said in the code, whenever a man has made a test of a new material that is satisfactory to the commissioner of buildings, he should get a certificate; "and he may hereafter use use that material." But you will notice it does not say anything about it in this clause. "The tests are to be made under

the supervision of the commissioner of buildings, having jurisdiction, at such times as he may determine, and a record of all cements answering the above requirements shall be kept for public information." The question arises, after he has made one test, and it is satisfactory, does he have to make a test every time he wants to use that kind of cement? He might have to, under this. It does not say so. It was perfectly easy to say that, and later on they do so, in certain other cases. Then again, there is no prohibition in the clause. Suppose a man uses Portland cement without making a test. What happens to him? There is nothing said about it. He is not forbidden to use it without making a test. Therefore that section would simply have no effect.

Mr. Moss—You characterize a great deal of this language as inapt.

The Witness—Well, it is loose.

The Chairman—Mr. Veiller does not undertake to say whether it is intentionally so, or only inartistically and inaptly drawn.

The Witness—No, I do not want to deal with the intentions of this building code commission at all. I simply want to point out certain serious defects, as they come within my knowledge.

The Chairman—And the opportunities for discretionary interpretation by the commissioner under the language used?

The Witness—Yes, sir; a code should be definite because no man can do business if he does not know what kind of construction he has got to use. An architect cannot compete with another architect if he does not know what he has to do.

By Mr. Moss:

Q. Speaking of the construction and phraseology of this code, do you not realize that the commissioners have been selected as experts, and that they have been assisted by a member of the corporation counsel's office as an expert? A. Yes, sir, I realize that.

Q. In view of that, you continue these criticisms of the phraseology? A. These are questions of fact. It is not an opinion. Section 22, excavations. The old law required that all excavations should be guarded so that people could not fall down into them and endanger their lives. They have inserted in this section these words: "All excavations for buildings shall be properly guarded and protected so as to prevent the same from becoming dangerous to life or limb, and shall be sheath-piled where necessary to prevent the adjoining earth from caving in, by the person or persons causing the excavations to be made." Why should they have done that? Under this a man could excavate a lot twenty feet deep and leave it unguarded, unprotected, for a year; and if the commissioner of buildings says to him, "Why, you have got to guard that." Under this section he could say, "Oh, no; this excavation is not for a building. When I get ready to build I will guard it and not before." Why should they have made a change like that that weakens the law and has no other effect? That is simply stupid. I cannot see any reason for doing that.

Q. In the same section there is a statement about filing plans in the department. Will you look at that? A. It says: "Plans filed in the department of buildings shall be accompanied by a statement of the character of the soil at the level of the footings." What footings? It does not mention any building. It does not say the building to be erected. It may be some other building. It is a small matter but it is inaccurate.

Q. There is in the same section, under the head of excavations, a provision about giving a license to persons making excavations by the owners. Will you please to discuss that? A. That is a rather complicated question. I do not know whether I can make it clear to you or not, but I will try. The most frequent cause of litigation and dispute in the building department is between property owners, where excavation is going on and the adjoining building is endangered. There are rather minute laws relating to the circumstances. Where the man making the excavation intends to carry his excavation down ten feet or more below the

curb, it becomes that man's duty to protect his neighbor's building so that it will not fall. Now, the old law said that he should protect it; but that, if the owner of the adjoining building would not let him go on the land, then he could not protect it, and then the building commissioner had the right to have the work done himself, to hire shorers and shore up the building, and all that expense acted as a lien on the building. Now, in this new code they have provided this new clause, which in some respects is good, but generally is absurd. "If the necessary license is not accorded to the person or persons making such excavation, then it shall be the duty of the owner refusing to grant such license to make the adjoining or contiguous wall, structure or structures, safe and support the same by proper foundations, so that adjoining excavations may be made and shall be permitted to enter upon the premises where such excavation is being made for that purpose, when necessary." The point is this: Here is A making an excavation. Here is B, the owner of an adjoining building. The law says A must protect B's wall. But B won't let him go on his ground to do it. But the law says "All right, then the responsibility is on B. You have got to protect your own wall." So far it is all right, but then it adds this: "And he shall have permission to go on A's land to do it." Now, if this Building Code can say that A must give permission in the second case to let B on his land, why can it not say right on the start that B shall give A permission to go on his land, and not make this clause necessary?

Mr. Moss—It is an attempt to vary a law. It is an ancient statute that provides for that.

The Witness—Section 26, foundation walls. That is a very important section. All I can say about that is this: "For small structures, and for small piers sustaining light loads, the commissioner of buildings having jurisdiction may, in his discretion, allow a reduction in the thickness and projections for footings or base courses herein specified." Now it says, for small structures and for small piers sustaining light loads, the commissioner of

buildings is permitted to reduce the size of the foundations and thickness of the foundations. Now, what is a small structure, who is to decide? What is a small pier? What is a light load? It is very similar to the question what is the size of a piece of chalk.

Q. Now let use see how important that is, the structure of a wall is largely in its piers? A. Largely in the foundations.

Q. Largely in the foundation and in the piers? A pier is sometimes the construction—that portion of the wall that is between windows? A. Yes.

Q. Sometimes a pier may be accentuated by being brought out? A. Yes.

Q. And anything that stands the weight of a partition or a wall is a pier, isn't it? A. Yes.

Q. And if the piers are not right the wall will come down? A. Probably, unless the adjoining building holds it up.

Q. Now if there is anything at all in the law that should be safeguarded, it is the provision for the strength of the piers, isn't it? A. Unquestionably.

Q. Now let us see what the proposed act says: "For small structures," it does not say how small? A. Perfectly possible to say for structures of a less area than so and so.

Q. "For small structures and for small piers." If you are building a large building perhaps you would build large piers, if you are building a small building perhaps you would build small piers, but don't you think one is as important as the other, perhaps the plan of a large heavy building might call for small piers? A. Yes.

Q. "For small structures and small piers sustaining light load," how light does it say? A. I can't say, it may be nothing.

Q. "The commissioner of buildings may in his discretion allow a reduction in the thickness and projection for footings or base courses herein specified." Isn't that equivalent to saying that in all cases where the piers are not mammoth, within the consensus of everybody's opinion, the building commissioner may determine

just what shall be done in each case? A. It leaves it entirely in his discretion.

Q. There is no law on that subject? A. Apparently.

By Mr. Hoffman—You say it apparently leaves it with the commissioner of buildings—now when the commissioner of buildings has made a ruling, hasn't any person that desires the right to appeal to the board of examiners? A. No, not there.

Q. In any instance? A. Yes, in those three instances you remember I told you about.

Q. No other? A. No. The point is this, supposing we should some time have a corrupt building commission, and there is an unscrupulous builder who wants the law set aside, and they work together, now who is going to take the course, no one knows anything about it, don't you see. That is the advantage of having a distinct and definite law.

By Mr. Moss:

It is the fact that under the law the duty of discovering defects and prosecuting them devolves entirely upon the building commissioner through his subordinates. The department that has the discretion, is the department that does the prosecuting, makes the law. And if the department errs or neglects this duty, and permits defects, it is asking a good deal to expect that guilty or inefficient department to appear in the particular matters it has permitted, that is the danger of this sort of law-making. Practically there are no prosecutions for the violation of the building law except by the department. I consider it a most dangerous thing to do to give to the same department which prosecutes, unlimited discretion to violate the law.

Mr. Moss—I might suggest, in the classic language of the learned corporation counsel, that this thing hasn't passed yet, and perhaps our objections to its phraseology are premature.

Mr. Hoffman—I intended making that suggestion, but Mr. Moss anticipated me.

Mr. Moss—Did you? I thank my good fortune that induced me to make that remark.

Mr. Hoffman—You are talking about something that has not been passed upon.

The Chairman—I hope our investigation will produce that result.

Mr. Moss—The very purpose of this investigation is to suggest legislation, and we are endeavoring to make this investigation as valuable to the people of the city of New York as we know how. The corporation counsel and Mr. Holahan thanked us for bringing out defects in the Ramapo contract, and they say if it comes up again they will amend it, and they asked us to point out more defects, and I presume the other departments of the city government will accord us sufficient intelligence to be able to point out defects in this wonderful piece of proposed legislation.

Q. How did it get through half of the municipal assembly, do you suppose? A. I suppose under orders.

The Chairman—Q. What was the vote on that? A. There were twelve against it, the entire minority, all the Republican and Citizens' Union men, a party vote. All of the majority who were there voted for it.

By Mr. Hoffman—You say there was no hearing before the board of aldermen, or before the committee? A. No, I did not.

Q. Was there a hearing? A. Yes, indeed there was, there was a hearing on Monday.

Q. How long did that last? A. The hearing lasted between an hour and two hours, I should say; probably not quite as long as that.

Q. When did the code come up for consideration in the board? A. The next day; the hearing was late in the afternoon, and it came up the next day. It is now in the council before the committee, and there will be a hearing in an hour—committee on

the affairs of boroughs. They consider it to-day; they say so. I expect to be heard before that committee. In section 48, "Light and vent shafts," they give the provision to put a wooden vent shaft in private dwellings, provided it only runs one story. Now, a wooden vent shaft is simply an inflammable flue, and ought not to be permitted in any kind of a building, not even a wooden building. After the Andrews fire and the Windsor fire of this year, it does not seem right to permit a wooden vent shaft in any building, a fireproof vent does not cost much more. And with the lesson of these fires right upon us, here we find a provision, specific provision in this new code, to permit wooden shafts in buildings under certain conditions. They go even further than that, Mr. Moss, in another section. They permit wooden dumb-waiter shafts running through three stories. In dwelling houses not in private dwellings, but in dwelling houses. That includes tenement houses, hotels, apartment houses, boarding houses. I do mean to say there is a provision for wooden dumb-waiter shafts in all dwellings, either three stories or two stories.

By the Chairman:

Section 97. "All dumb-waiter shafts, except such as do not extend more than three stories above the cellar or basement in dwelling houses, shall be inclosed in suitable walls of brick or with burnt clay blocks, set in iron frames of proper strength, or fire proof blocks strengthened with metal dowels, or such other fire proof material and form of construction as may be approved by the commissioner of buildings having jurisdiction." The other provision only applies where the dumb waiter shaft is more than three stories high, in dwelling houses they accept these wooden shafts. There is no provision, speaking on the tenement-house question, to secure the circulation of air in the light shafts, that is a physical impossibility. It would be better if the shaft extended all the way down to the ground, instead of stopping at the second story. The commissioner of buildings permits them to stop at the second story contrary to law. Shafts in tenement houses are now permitted to stop at the

second story, absolutely without authority, there is no clause in the law giving the commissioner such discretion. There is no provision for bringing air into the shaft at the bottom, not below the second story; it is all built up solid. The air that is at the bottom of the shaft comes out of the rooms and stays there.

Q. Could not a circulation be obtained by a diaphragm? A. I don't know.

Q. There are no diaphragms used? A. No.

Q. Partition running down the middle? A. No, there are none.

Q. How are the walls of the shafts starting at the second story supported? A. The walls of the shaft starting at the second story?

Q. Yes, how are they supported? A. I don't know, by various means, they use piers, sometimes they use iron columns, but I think as a rule they use masonry. There are some defects in the fireproofing sections, but I have not a clear knowledge of that section, as of some of the others, it is rather technical. I have counted fifty-five different instances of discretionary power given to the commissioners or to the board. A great many of them relate to questions of building material, but there are general clauses in there giving the commissioner power to set aside the whole law. I would like to call attention to the plumbing section, which is part XXV, section 141, "Plumbing and Drainage." "The drainage and plumbing of all buildings, both public and private, shall be executed in accordance with the rules and regulations of the department of building." Now, in chapter 803 of the Laws of 1896 the superintendent of buildings was authorized to make plumbing rules and regulations, these were made at the time, and established, and on the whole they work quite well. They are good, now if they are good, they ought to be embodied in the code as part of the distinct law, instead of being left discretionary with the commissioner. Then again, in this same section, is a definition of a master or employing plumber, which is very dangerous. In Part IV. "A master or employing plumber, within the meaning of this code, is any person who hires or employs per-

son or persons to do plumbing work." Now you will notice they do not say any plumbing firm, or any plumber, or any corporation engaged in plumbing, who hires a person to do plumbing work, but "any person." That is, if you had the plumbing in your house ordered by any plumbing firm, and they happen to be friendly with the building commissioner, instead of serving them with the violations of the law, they could serve them on you, because under this statute you are an employing plumber, and they could take you to a police court and have you locked up. Now that was in the old law. It ought to be changed. There is no reason in it. Under the charter the board of buildings is simply the three commissioners together, and the only functions they have are to make rules and regulations for the conduct of the department. The other function they have is to act as a board of appeal for the commissioner of buildings, but that only applies in the boroughs of Brooklyn, Queens and Richmond. These commissioners, acting together as a board, employ a secretary, and a chief clerk, and inspectors, and stenographer, and another clerk, a messenger, a cleaner, and an office boy, at an expense of \$13,000 a year. I don't know what they do with the money.

Q. I notice they are now asking for special quarters to be hired or provided to them, is there any reason why the commissioners of buildings, who comprise the building board, should not meet at the building department? A. They do meet there now, and the board of examiners meets there, in a large meeting room, every Tuesday. I should think three people could meet where twelve do, on different days.

Q. Is there any reason why one of the numerous clerks, stenographers, officials, inspectors, or what not, is there any reason why one of those persons should not attend the meeting of the commissioners and take the minutes? A. No reason in the world.

Q. What apparently good reason is there for the board of building spending \$13,000 for office attaches, separate and apart from the regular building department? A. The money is absolutely

wasted, Mr. Moss, no necessity for a cent of it. There is another section here that is bad. Here is a section relating to grain elevators, section 81. "Nothing in this code shall be so construed as to apply to or prevent of what are known as grain elevators, as usually constructed, provided they are erected on tidewater, or adjacent to the river front in said city, in isolated localities, under such conditions as the department of buildings may prescribe, including location." Now, in giving the department of buildings the power to decide the location of a grain elevator, you confer on it an amazing power. Now, in that state of affairs it would be perfectly possible to insist upon a man's buying land owned by some friend of the commissioner; if the commissioner were corrupt he could refuse absolutely to let him erect his elevator, except on a certain lot. Now there is a reason, of course for such a law. A grain elevator is an inflammable thing, filled with grain, and there ought to be some one to say where it can be located, but I should suggest that either the fire department, or the board of fire underwriters, or the two in conjunction, or a committee from the two, were the proper persons to decide that, and not the department of building. Then in the following section, section 82, "Exhibition buildings—Buildings for fair exhibition purposes, towers for observation purposes, and structures for similar usage whether temporary or permanent in character, shall be constructed in such manner and under such conditions as the board of buildings may prescribe." That is a large class of buildings, buildings for fair and exhibition purposes, towers and similar structures, may be constructed only as the commissioner of building may decide. He has unlimited power to decide every detail of construction, so if an art society, like the National Academy of Design, should want to put up a new building, they could not tell how they would have to build it, there is no law, it is simply as the commissioner directs in every detail. Every fair or exhibition building and similar purposes, must be built as he decides; that might extend to the plans of the building, the architectural features and materials of the building, the method of construction and every-

thing, height, size, everything. I can see no reason why the construction of all such buildings should be left to the discretion of the building commissioner, there is no reason why you should make laws for an exhibition building any more than you can for a hotel. Again, you cannot put a sign up over your store without the permission of the building department. Cannot put an ordinary wooden sign: "John Smith, carpenter," over your store without a permit from the building department. They do not say "All signs shall be safely and properly secured to buildings," but, you must first get a permit. It does not prescribe any law, simply that you must get a permit. If the rules regarding signs were prescribed so that the department giving the permit had a law to govern it then he might be enjoined, or he might be mandamus'd. But this matter of allowing a person to put a sign over a store rests entirely in his discretion. If the commissioner did not want a man to have a sign over his store he could refuse, it is absolutely discretionary. I will give the section as soon as I can find it. Section 144, "Signs of wood shall not be erected over two feet high on any building." Then it goes on, "Before any wood or metal sign shall be placed in position upon, above or attached to the outside of any building, a permit shall first be obtained from the commissioner of buildings having jurisdiction. Such sign shall be so constructed, placed and supported as not to be or become dangerous." It does not describe the method.

Mr. Moss—I think I am justified in calling attention to a large amount of testimony taken before the Lexow committee, where it is shown that it was the custom prevailing over the city, to exact tribute from persons who had signs extending more than three feet from the front of the building. A great many persons came up from South street and testified to the exactions made upon them, and I think this testimony is exceedingly important as showing the opening up of a possibility for corruption. There is no harm in giving an officer the right to determine whether a structure agrees with the law, and issuing them a permit, but if the whole thing is left to his discretion, even whether the sign

may be allowed or not, in the light of past experiences it would seem to be a very dangerous thing.

Mr. Hoffman—Would not this particular section do away with that identical thing?

Mr. Moss—If the law prescribes the rights of a man to have a sign within certain limitations, it would be so, but he has no rights given him, it is altogether a matter of whim.

The Witness—Section 100. "Screen under elevator sheaves—Immediately under the sheaves at the top of every elevator shaft in any building there shall be provided and placed a substantial grating or screen of iron or steel of such construction as shall be approved by the department of building." Well, the object of that law is to put a screen under the wheel of the elevator at the top of the shaft so that if it fell it would not go down in the shaft, and also to afford a place where a man could stand and repair the machinery. It was perfectly possible to describe the size and weight and kind of structure instead of leaving it to the department of buildings. Now who is the department of buildings? It does not say "By the Commissioner of Buildings," or "By the Board," but "By the Department of Buildings." As a matter of fact the department of buildings approves nothing, things are either approved by the commissioner or by the board, and by the board of examiners, so it seems to me an intelligent lawyer could contest that requirement very successfully in court on the ground that there is no such official body as the department of buildings.

By Mr. Hoffman—Q. Do you know that the building department is referred to in section 644 of the Greater New York charter as "The Department of Buildings?" A. Of course there is a city department of buildings, but there is no section in the charter or anywhere else that says that anything should be approved by it. It does not give to the department of buildings executive power; it gives that power to the commissioner and board. It distinctly says the head of the department of buildings shall be

the board of buildings, that is the point. Now the question of fire escapes is most serious. Section 103 of the old law gave absolute power to the commissioner of buildings to require fire escapes and means of egress on buildings of certain classes, hotels and other public buildings and boarding houses under certain conditions, dwellings, tenements, etc., and his power was practically unlimited; he could order 20 stairways in any building, or could order fire walls, or could order fire escapes and fire windows if he wanted to. He had full and exclusive power. Now, ordinarily it would seem a wise thing to give such power, but in the face of the Windsor fire I do not think so, it seems to me that ought to be expressed some other way.

Mr. Costello—Q. What was there about the Windsor fire? A. If the proper stairways and fire walls had been built, and proper fire escapes provided, the lives would not have been lost. It is a matter of record that every one who got to the fire escapes got down safe. It was because the commissioner of buildings failed to comply with the law.

Mr. Moss—The commissioner of buildings made some statements right after that fire—I understand you to say Mr. Brady had the power to order the proper stairways and fire escapes in that hotel? A. Yes, sir; section 498 and 499.

Q. Mr. Brady said there were other hotels in New York which were equally bad? A. Yes, sir; I remember the newspaper statement.

Q. Have you any knowledge of any other hotels where new fire escapes and new walls have been ordered erected? A. No, there may have been, though. Nothing I know of.

By Mr. Hoffman—Don't you know there were some bills introduced in the Legislature immediately after the Windsor fire, to provide authority to the department of buildings to compel proprietors of hotels already erected to make the necessary protection for persons occupying rooms of hotels? A. I remember

such laws were introduced. I think none were passed, and they are unnecessary.

Mr. Costello—I introduced a bill myself covering that question. Right away all the underwriters came to the front saying that under the Greater New York charter they had ample power conferred upon them to oblige the owners of buildings to put proper fire escapes in, and so we excluded Greater New York.

Mr. Moss—I am very glad to hear that, because it is right in line with what the witness says, and our general observation.

Mr. Costello—I think now, from my observation, that a number of the hotels in the city are not properly protected with fire escapes, and some day we will have another Windsor fire.

The Witness—May I read the existing law, section 498. “Every dwelling house occupied by, or built to be occupied by three or more families, above the first story, and every building already erected”, that is, every building in existence, “or that may hereafter be erected, more than three stories in height, occupied and used as a hotel or lodging house,” and so on and so on, specifying the other kinds of places, “shall be provided with such good and sufficient fire escapes, stairways, or other means of egress”, that means practically anything, “in case of fire, as shall be directed by the superintendent of buildings.” Now if that were not sufficient they go on and give this clause, “The said superintendent shall have full and exclusive power and authority within said city to direct fire escapes and other means of egress to be provided upon and within said buildings.” That points to fire walls and stairways within said buildings. And now if that were not enough, take section 499 of the same act: “In all buildings of a public character, such as hotels, etc., the halls, doors, stairways, seats, passageways, and all lighting and heating appliance and apparatus shall be arranged as the superintendent of buildings shall direct, to facilitate egress in case of fire or accident, and to afford the requisite and proper foundation for the public

protection in such cases." Now, could any public official want greater powers than that to cause alterations to be made in the existing fire laws of the city?

Mr. Costello—I would like to ask the witness a question in regard to the tenements being constructed, tenement houses, as well as those now constructed, say that are four, five or six stories high. What provisions are made in case of fires for the inmates to get out, in regard to fire escapes, are they good ones? A. They are good in a certain way, in another way they are not. They generally have these iron balconies built on the front walls, and sometimes on the back, with connecting ladders. Now there isn't any woman can come down a connecting ladder, they can go down the staircase, but it is history that no woman will go down those ladders, they rather be burned or jump, in that respect they are bad. The commissioner of buildings has power to order any kind of fire escape he likes.

Q. And in new tenements being erected, what kind are they?

A. The same kind.

Q. You don't think they are just what should go on? A. No.

By Mr. Hoffman—What kind of fire escapes would you suggest? A. I would suggest connecting stairs instead of ladders as one modification. In the buildings I would suggest more rigid supervision and construction in the interior of buildings.

Mr. Costello—Is there anything done in the line of elevators in these six and seven story buildings? A. No, dumb waiters.

Q. Do they have to go up the stairs? A. Yes, stairs.

Q. The dumb waiters are more to take up things? A. Ashes, etc., no elevators in the tenements so-called, flats, some are, and some of the so-called apartment houses.

By Mr. Moss—Isn't it a fact that a large part of the business of the board of examiners each week consists in the relieving of persons from the requirements to put fire escapes upon their houses? A. No.

Q. Fire shutters, is it? A. Yes, fire shutters. Take the minutes of the proceedings, you will see a large number of petitions every week to relieve people from putting in fire shutters. It was the absence of fire shutters that caused the loss of the Home Life over here. If you get the minutes of these boards you will see generally the action taken is "Referred to Mr. Fryer", or "Referred to Mr. O'Reilly", or "Referred to Mr. McMillan for examination", and I suppose at a subsequent meeting they are relieved or not relieved, sometimes relieved and sometimes not relieved. I would suggest if they were making a new law that that ought to be left entirely with the fire underwriters and fire department, the power of relieving.

Q. That there should be some definite provision showing where these cases are needed? A. It specifies buildings of a certain class, but there are conditions in each that could properly be relieved, but the power should rest with the fire underwriters.

Q. It is more a matter of fire than building? A. Entirely.

Mr. Hoffman—Fire underwriters, do I understand, and fire department, both? A. I should think that a joint committee would be the proper body to pass on that, it is a question they are familiar with, it is a question of neighborhood risk, either wooden buildings adjacent, or if the neighboring building is a flimsy structure they ought not to allow an exemption.

By Mr. Moss:

The object of the fire shutters is two-fold, one to prevent the fire coming into the building from the outside, and the other object, if the building catches fire inside, to prevent that fire coming out and spreading to the adjoining buildings. Here is a very serious thing, outside of the fire limits they allow six-family wooden tenements, the old law has absolutely forbade them, they never permit more than three families in wooden buildings, and six families in a wooden building have no chance for life in case of fire. I remember the fire at Forty-second street and Lexington avenue some years ago. And right opposite, separated from it

only by Lexington avenue, was the great Manhattan Storage Warehouse. Filled with inflammable stuff. That building was saved by the fire shutters, unquestionably. Section 146, the very last sentence is peculiar: "Outside of the fire limits, when any brick or stone building is to be erected of a class that could, under this code, be constructed of wood, the commissioner of buildings having jurisdiction, is hereby authorized and directed to allow reasonable modifications of this code relating to brick buildings, in consideration of incombustible material being used for walls instead of wood." It says, "Outside of the fire limits the commissioner can set aside the whole code. That is above, I think, One Hundred and Sixty-fifth street, I am not certain, but take the borough of Richmond, St. George, and Tompkinsville, and Stapleton are pretty well built up, and they ought to have regulations. Long Island City is in the fire limits, I think.

Mr. Hoffman—You have testified here in reference to a number of provisions of this building code which you disapprove of?

A. Yes, I wouldn't put it that way, Mr. Hoffman.

Q. Which you think should be changed? A. Yes.

Q. Now will you kindly state which of the provisions of this building code you favor? A. Well, it would take quite a while, there are a good many very good provisions, there is no question, but the whole code needs revision, it has no structure at all.

Q. You say there are a great many good provisions? A. Yes, sir; there is no question about that.

Q. Will it take you a great deal of time to point them out? A. Yes, sir.

Q. How long a time would it take you? A. Take me probably an hour to go over it.

The Chairman—Approximately how many cases are there where in your judgment the matter of determining certain problems is left improperly in the discretion of the commission? A. There is one clause that leaves everything to him, so that covers the whole code. I find there about thirty or forty distinct cases where I should say it was improper.

AUGUST HOBERMAN, recalled as a witness, examined by Mr. Moss.

A. I am a builder. I was born and brought up in the building line. There is lots of bad building going on in New York now. I have seen it. Tenement houses. I have been looking at them for two or three weeks. I have found about fifty per cent. were bad; were not built according to law. I found some of them dangerous. Very dangerous; should not be allowed to build. I found buildings not fully completed, the dangerous parts are left, and the buildings are going on. Not stopped. I have had photographs made of some of those buildings which I have examined; the one down town where some people were killed. Madison street, that is the case.

Q. Where are the pictures about Madison street, do you find them there? A. Yes, sir; I did see the Madison street building which fell where the people were killed shortly after the accident. I did make a photograph of it. (Photograph produced.) That is the photograph of the cellar. After the accident, there are a lot of bricks piled up on the side of that cellar. The bricks were piled on top of the iron beam. They were piled up by order of the building department. I know that; I saw it. Mr. Dooner caused that to be done. Those bricks that are piled up so nice and regular in the cellar were put there by Dooner's men. About two hours after the accident.

The Chairman:

A. These bricks before were on top of the iron beam, on these beams right here. That was what caused the crushing.

By Mr. Moss:

A. This weight of bricks had something to do with the fall. And then after the fall they were piled up here on the side of the cellar so they looked as though they had always been there. But I know they were not there.

(Photograph marked Exhibit 1, September 22d.)

By Mr. Hoffman:

A. I made this photograph. The same day when the building caved in. That was the first time I had seen this building. I made the photograph the next day after the building had fallen. So that the first time I saw this building was when I made the photograph.

By Mr. Moss:

A. I had seen the building the day before I made the photograph. I saw the building two hours after the accident. And when I saw the building two hours after the accident, these bricks were lying all over. I saw them piled up. I seen it done by Mr. Dooner the same afternoon. I saw Mr. Dooner there. I saw him there with a handkerchief over his hat.

By Mr. Hoffman:

A. I say that was the first time I was near this building, two hours after the building collapsed.

Q. How could you have seen these bricks upon the iron work if you had only been there two hours after it had fallen, will you explain that? A. It was shown by the wall where they caved down and the beams were lying down and the bricks were lying on top of the beams, see, here is another picture of it.

By Mr. Moss:

A. When I went there these bricks were lying on top of the beams. They must have been on top of the beams when they fell from their position. I know that, as a builder, familiar with such things. The cause of it was too heavy weight; the floor over the beams was used as a storage room on top of the beams, and they were caved in. The iron beams rested but two inches on the flanges. That was not right; the wall should be built up in front, and the cellar wall should be built the same way. But it wasn't done that way. So the beams were not properly supported. That is right. Then there was too much weight upon it. They were tearing beams down, was what I saw, they were tearing them down by order of Mr. Dooner, and Mr. Dooner gave orders

to take the beams down and when he saw me he gave them orders not to take the beams down. When he saw me looking. The photograph does not show where the beam snapped. There was a wall here, and he took that wall down in my presence. That shows the broken beams. Right over here. The beams were resting on the iron flanges and upheld by a piece of board, the heavy weight was on top of the iron beams, and no wall was underneath, and therefore it sunk down, and the whole building was used as a storage room, and both sides sunk down.

By Mr. Hoffman:

The bricks are lying in the cellar. I attribute the collapse of the building to no foundation underneath there, and too heavy weight on top of the beams, the rooms were used as storage rooms.

Mr. Moss—This picture should be marked No. 2. (Photograph marked Ex. 2, September 27th). This is No. 3. (Photograph marked Ex. 3, Sept. 22.)

The Witness—The building shown there standing is an adjoining building of the same construction built just like it. The space here is where the building fell down. So the building along side of it had the same faulty construction. This building was changed about a week or two afterwards and new beams going there were put in.

Q. That was altered after the accident? A. This building I can't say exactly, but this building I have seen, that wall was bad.

By Mr. Hoffman:

That is a cellar pier in front. It is made of stone, extends to the easterly wall, about six feet off I guess.

(Photograph marked Ex. 4, Sept. 22.)

By Mr. Moss:

Then the cause of that disaster, which resulted in loss of life, was that wooden beams above the first floor were resting upon

the two-inch flange of the iron beam. The wooden cross beam was resting on an iron beam that ran the length of the building, and underneath the floor there was no piers running down to the ground, consequently there was only two inches for those beams to hold on to, and the weight that was put on the new floor, and the use of that new floor caused the moving or sagging which let the beams down, and they dropped into the cellar. I did find some other buildings which were being built in the same way as that. Fifth street, East Fifth street; I have not got the numbers. East Fifth street near Avenue D.

Mr. Hoffman—I think it is the house adjoining me.

Mr. Moss—Was it the house next to you gave way?

Mr. Hoffman—No. It is very strongly built.

The Witness—The beams are the same way, they go across and the floor beams aint resting on the wall, resting on anchor beams, also an iron girder, shows it here, where the beams resting on instead of hanging on bridle lines. It was about 32 feet wide and they went to work and shortened the beams and laid them three or four in each course. These beams should be resting on a brisk pier wall. These beams should not be laid before this front wall is put in, if this front wall was up the iron girder would be resting on the wall directly under the beams.

By Mr. Costello:

The beams are resting on the front wall, but the front wall should be up first.

By Mr. Moss:

Q. They should have run the front wall up to have held these beams. The same thing that occurred in this Madison street disaster while the building was going on might well have occurred here, if they put the same weight on the floor—over the floors in the same way. The rules of the department require that the

walls shall run up together so that the structure may be protected as it is going up? A. The rules of the department give you two stories above, that is the highest you can do, but this a new construction which no builder in the city of New York ever saw made, and I didn't see it, and I didn't see it in Paris, or Germany or England, the construction of which this made.

By Mr. Hoffman:

The law says beams should rest four inches on the wall.

Q. What does it say about the construction of the wall first?

A. This construction has never been seen before in the city of New York.

Q. You do not understand me. (To the stenographer) Will you repeat the question? (Question read). A. As I say, the beam should rest the four inches on the wall on each side, and they are not, they rest on an iron girder.

Q. Didn't I understand you to say the reason that was done was because the front of the building had been put up before the wall had? A. Yes, sir; the front of the building should be up the same height as the sides. This was not done. I have been around this particular property on Fifth street about twice, about seven weeks ago.

Q. Do you say they should not continue to build story after story as it went along? A. They can build it, yes, I don't say they shant.

By Mr. Moss:

Q. Did they? A. They did.

By Mr. Hoffman:

Q. But did you say it should not have been done? A. The front wall in the construction of this should go up the same height as the rear wall and the side walls goes up.

By Mr. Clark:

The walls should all go up together.

By Mr. Moss:

And then I noticed too there was an absence of a pier underneath the first floor, resting on the ground.

(Photograph marked Ex. 5, Sept. 22.)

Q. Was the building safe after it was completed? A. It will be if they do it right.

Q. The point is, they were using the same method that was used in the Madison street building, that resulted in the disaster there, and the reason this was not a disaster was because there was not the same use made of it while it was going up.

By Mr. Hoffman:

I am satisfied this building is entirely safe now. Oh yes, it is safe now. Here is a building in Third avenue and One Hundred and Seventy-first street. The building is going up, with cellar wall up to the height of the side wall. Some parts the stone wall are not bedded right in mortar, the stone walls are defectively built and piers, the stone wall will only point up and the mortar which should be there is dirt. The mortar which should be in there was lying on the street, and was dirt. It is not mortar at all. It is a dry wall built dry. That building will be according to law 88 feet. And the difficulty with this wall is that the mortar is bad, it is dirt. The construction is not right. The walls are not safe. These three pictures are of the same things. One wall goes this way, and the other the other.

(Photograph marked Exhibit 6, September 22.)

By the Chairman:

I did see inspectors around at the time I inspected these buildings. Talked with them, showed them the facts of violation, and they filed violations after I showed them, some violations were on the building.

By Mr. Moss:

The building continues to go all the same. They have not been taken down.

(Photograph marked Exhibit 7, September 22.)

Mr. Moss—This is the rear wall of the same building.
(Photograph marked Exhibit 8, September 22.)

Q. Will this building be safe after it is completed? A. I will have to inspect it, if it is put on the wall right, if it is put up right it will be all right, the beams are not resting on the wall. That is a violation of law to put up a wall like that. And to use that kind of mortar. It is the business of the building department to stop it. On that day I saw a building inspector and I told him and called his attention to it and he stopped the building, and the building has laid since that time. That wall got up to the height of the sidewalk. That shows an old building, a new building here, and a building inspector standing on the floor. That is a building inspector on the picture. It shows here an arch under the adjoining property in which the pier is loose and the arch is broken. This wall should be taken down and condemned. The pier is broken here. There are cracks running down the front of the building. That has been occasioned by the taking down of the adjoining block, and improper under-pinning.

By the Chairman:

Rivington street.

(Photograph marked Exhibit 9, September 22.)

By Mr. Moss:

That is a wooden tank standing on the roof, it has iron hoops on and the hoops are falling down. Southwest corner of Third and Varick. The water tank on top of the building is in a dangerous condition, and the hoops are falling down and it is likely to fall. If that fell down it would kill people on the sidewalk. It is about ten feet in height and about seven feet in width.

(Photograph marked Exhibit 10, September 22.)

Here is another water tank. That is East Fifth street, 179 to 183, corner of Lewis street. There is a construction of wooden beams underneath the tank, the wooden beams are all filled up with tin, they are rotten. It is all right to build it, but they should be renewed. They are rotten. That water tank is likely

to come down. If it comes down it is likely to hurt people or kill people, it is full of water, that tank. There is a great weight of water in it, lots of gallons of water.

(Photograph marked Exhibit 11, September 22.)

This picture shows a wooden hoisting house resting on the lintel of the window beneath it. Wooden, against the law entirely. It is a combination roof, asphalt, soft, and I couldn't get my foot loose when I was on the roof.

(Photograph marked Exhibit 12, September 22.)

That picture was taken on Third street. There should be two row-locks or arches over the windows, it only holds one row-lock instead of two. The effect must have been bad. The building should be about three inches higher, for rooms, or the building should be lower. This is contrary to law. It is a weak construction, the beams are in the arch, which is bad, the arch should be two rings and one of the rings is occupied by the beam. That is a bad thing. I had the building inspector there. It don't make it directly unsafe, but it is against the law.

(Photograph marked Exhibit 13, September 22.)

The law is designed to increase the strength. It is not as strong as the law requires. This picture is 43 Avenue D. Front wall is out of plumb $6\frac{1}{2}$ inches underneath, and above 15 feet high over the sidewalk, it is nine inches. Two buildings show cracks, and the building shows hanging over. The inspector was there and made his report. There is an inspector standing underneath.

(Photograph marked Exhibit 14, September 22.)

This picture was taken on Eighth avenue and One Hundred and Fifty-first street. The construction of front building on both corners are not put up right. They hold up the strength of a five or six story building by an iron plate only about an inch thick. The trouble is the front of the building, over the window, is held up by an iron plate which is only one inch thick. That iron plate is sustained on both ends. There are no girders underneath that iron plate, no iron girders. There are two inside beams under the iron plate. These would be sawed off or cut off. It is an inch thick iron, afterwards there will be a cornice of galvanized

iron. The cornice would cover the defect. That building is not as strong as it should be.

(Photograph marked Exhibit 15, September 22.)

By Mr. Hoffman:

There is no foundation for the front of that building. No foundation underneath this here at all. It requires that this iron plate should have a different construction.

Q. Is this an iron beam there? A. It is about two feet and a half out, it is too heavy weight.

By Mr. Moss:

There is an over-hang of $2\frac{1}{2}$ feet beyond the foundation of the building, resting on a one-inch iron plate. This next picture here is the other corner of the same building, it is a full block building. This is a whole block of buildings, on both sides, One Hundred and Fifty-second to One Hundred and Fifty-first street.

By Mr. Hoffman:

The iron girder is right underneath there, but this is two feet and a half out, it is a balcony if there were iron brackets there, but there are none.

By Mr. Moss:

I believe five or six stories will be above it. About four stories go on top of this.

(Photograph marked Exhibit 16, September 22.)

In the same building, One Hundred and Fifty-second street, in the rear part, I find the window isn't in straight, the frame is not straight, the jams are not built, bricks falling down and the arch hangs free on both sides. There is a picture that speaks very eloquently. The bricks falling down, and the arch hangs free, no strain on this jam, the jam should go about four inches more and support that arch, that arch should be resting on top of that pier, also on this side too.

Mr. Moss—To make it clear, Mr. Chairman, this arch rests on nothing, and in the corners where you might look for support, the bricks are dropping out, and the witness says it hangs free, he means it rests on nothing.

The Witness—The frame of the window has to carry the arch and the weight of the building.

Mr. Moss—You see, Mr. Chairman, what the witness says, the arch being free—not having any support on the pier—every thing above that arch is resting upon the wooden window frame and the walls are not square.

(Photograph marked Exhibit 17, September 22.)

The Witness—This is the rear part of the same building, in the same block, there is no beams in the building from the cellar up, from the foundation up to the second floor, there are no beams on the first floor either iron or wood.

By Mr. Moss:

And that is an important thing in the construction, Mr. Chairman, running the walls up without beams to support them in process of construction, there is danger of accident, isn't there Mr. Witness? A. Yes, sir; there should be iron construction beams in there, and there are none at all. The beams cannot be put up now properly because every beam has got to have an anchor, and these anchors cannot be built properly. There are a good many buildings where the law is now being violated by not putting in iron beams at the first floor. All buildings to be five stories high must have iron beams for the floor of the first floor. There are a great many such buildings where there are no iron beams being put in. In the city of New York forty per cent.

Mr. Moss—You see, Mr. Chairman, there is a peculiar condition of the iron market, those beams cost a good deal, and the witness has just said if they put them in afterwards they cannot put them in right, they cannot be anchored. I have myself seen buildings going up with temporary wooden beams on the first

floor and then the witness says too that when the construction has run up two or three stories without beams it is dangerous, the walls are likely to fall.

(Photograph marked Exhibit 18, September 22.)

The Witness—That is the adjoining building. This shows all the buildings in the block mostly are without beams on the first floor; no beams at all.

(Photograph marked Exhibit 19, September 22.)

By Mr. Hoffman:

I do mean to say these houses are being put up without beams. I just did explain how it can be done. I will do it again. There is a picture here that shows in the front the beams from the cellar foundation, up to the second floor there are no beams at all. They are the front part, the rear part of the building hasn't any beams, they only show from the front, but they are against the law, those too, they should be iron beams and they are wooden beams, and there is another picture here where you see the beam-holes left open, and the walls went up from the foundation to the second floor without beams.

Q. Don't you know there has been a great scarcity of iron beams, and that wooden beams have been put in temporarily until the iron beams could be obtained? A. That is a violation, and in the second place they don't put any beams in at all.

Q. Where wooden beams have been put in, they have been put in temporarily and taken out and iron beams substituted. A. By certain builders they have a right to do so, not all the builders in New York, only certain builders have to do that.

By Mr. Moss:

Certain builders are allowed to do it if they stand right with the building department.

By Mr. Hoffman:

Q. Has the building department anything to do with the scarcity of iron? A. Not direct, they may file a report further

on, I can't say. I know there is a scarcity of iron beams, and has been for some time. The building has been going on in New York city the same way.

Q. In order that the building might be continued, in some instances, the wooden beams were inserted temporarily and then iron beams substituted? A. Yes, sir; by that same means I could build a house of wood and then build it up with bricks or stone.

Q. You say you know of that having been done do you not? A. Yes, sir.

Q. If that had not been done men could not have gone on with the work? A. Yes, they did.

Q. How could they have gone on with the work if the building department had insisted that they wait until the iron beams could be got? A. How does an inspector file a violation, make a case of violation, and a man go on and put up a building, and then another has to stop until he gets the beams?

By Mr. Moss:

There are plenty of men that are putting in the iron beams. Then I find other men that are allowed to put in the temporary wooden beams.

Q. I understood you to say that even when they put in temporary wooden beams and then replace them with iron, if the wall was up they couldn't do it right? A. No, sir, never.

By Mr. Costello:

Q. Do I understand the others can wait until next year before they put them in? A. I don't say that, but the beams should be there. They can wait until they get to the roof, they allow them to go up to the roof and finish the building and then go down and put the beams in, on account of iron being so scarce.

By Mr. Hoffman:

Q. All these places you talked about as being unsafe, do you know whether violations have been filed by the building department? A. That is not my business. I did make inquiries to find

out, and I found out some of them, and they were filed. A number of these violations were filed where the law has not been complied with.

Q. What houses do you refer to where violations were filed?

A. Some were filed in Fifth street.

By Mr. Moss:

Those I just referred to.

By Mr. Hoffman:

There was some more around here.

Q. Do you know of any building you have examined, and which you say was not built according to law, where the violation has not been filed? A. There was some down in Cherry street. I can't give the number. I will let you have the numbers next week. Right down by Scannel street, not Scannel street, further down.

Mr. Moss—Don't you see it makes it worse if they filed a violation and allowed the violation to continue?

Mr. Hoffman—I don't know whether they are.

Mr. Moss—The proof is they are, if the department recognizes the error, and the inspector files a violation and the error continues, then it is proof the department has knowledge of it. That makes it all the worse. I am glad to have it appear that the violations have been filed by the inspectors.

The Witness—Here is another picture; this is the same block. (Photograph marked Exhibit 19, September 22.)

That is a light shaft started from the second tier of beams up, a light shaft held up by girders and wooden beams lying underneath. They are notched out. The beams should not be notched out, they are notched out and the girder resting on top of the beams, and the weight from the whole light shaft lies on top of the beams.

(Photograph marked Exhibit 20, September 22.)

Here is a photograph, One Hundred and Twentieth street and Eighth avenue; defective iron anchors for front girders; the iron anchors are here. That is the iron girder here, the iron anchor resting on that girder and there is a block behind there, the anchor is too long or too short, it should rest from this beam to the other, and they went to work and put a block there. There is some other anchors down below here and these anchors are not fastened at all, the blocks falling out so there is no support for the walls to the beams, and the beams should have anchor straps, alongside of the beams, there is no anchor straps from the first of these and the front wall is not supported as it should be. I believe the building is stopped.

By Mr. Hoffman:

I wasn't there, I don't know.

Mr. Moss—I understand there is a gentleman here from the building department, he may come up if he desires and look at these pictures and listen to the witness where he is.

The Witness—That is one of the officers with a gray suit on.

Mr. Black—My name is Black, I am from the building department, I think I can see them pretty well as I sit here. Is the object to have me look at the pictures? I can here the witness here.
(Photograph marked Exhibit 21, September 22.)

The Witness—This one consists of wooden beams resting on iron girders about three inches. The beams are laid over X on the iron girders. It rests out of square. It is a gore block. The beams are notched out. The beams are 11 inches high and notched out 2 inches, and on top another 2 inches. So that makes the beam, instead of 11 inches, only 7 inches; the strength of it is only 7 inches; and it has a bearing that is not square, resting on the flange of the iron beams. These beams should be hung in bridle irons and connected from the girder, which was not done. Here is a building, 665 East On Hundred and Fifty-ninth street.
(Photograph marked Exhibit 22, September 22.)

The jambs of the building are of brick, here has never been built. This brick here should go up to the same height that it is here. I mean there is a course of brick missing alongside the window frame on both sides. Anybody sits in there and cleans that window, the window will come out. I mean some woman sitting there and washing the window is likely to fall out on the street, and also the wall is defective in brick, and mortar and lime and also cracked, there is all holes right here.

By Mr. Hoffman:

New building, finished last year. The arch hangs free.

By Mr. Moss:

Q. That means there is no support under the ends of the arch?

A. No, sir. The arch is held up by the wooden window frame. And all the wall above the arch rests on the window frame. I didn't see any building inspector in that neighborhood at all. I know a good many of these building inspectors. I do see them when they are not attending to business. Sitting in a saloon, and running on Westchester avenue with ladies and having drinks. I see that once in awhile. I have seen some of the inspectors go in saloons.

By Mr. Hoffman:

I saw inspectors once with ladies. That appears in the report.

Q. Do you remember when it was and where it was? A. Yes, sir; it is all in the report.

Q. Do you remember now without looking at the report? A. No.

By Mr. Moss:

This is a picture of the building where these inspectors stay a good deal. That is a branch office of the building department, at Harlem bridge, in the corner of One Hundred and Forty-third street, the building inspector comes out of that building and passes by the window with a sign in it "We need the money." That just happens so.

Q. A strange coincidence. That is a building where the inspectors have their office up in Third avenue. How did that sign come to be in the window? A. I don't know; above that sign the building department meets, is all I know. It is only a coincidence.

By Mr. Hoffman:

It is a branch office of the building department, corner One Hundred and Forty-third street and Third avenue, first flight up.

By Mr. Moss:

Here is another arch at 665 East One Hundred and Fifty-ninth street. That is the same light shaft and a window above which shows cracks, and the arch ain't supported on either side and the arch is ready to fall out on both sides. There the arch is not supported except by the window frame. On both sides. That is what I call "hanging free." The arch is already suffering at the corners. I saw cracks on the brick wall, right up here, and right right up there. And I saw a crack running from the arch from one window up to the window sill above it.

(Photograph marked Exhibit 23, September 22.)

The arch would be all right if they built up to the jamb on both sides of the piers, they are not supported.

(Photograph marked Exhibit 24, September 22.)

Q. Do these builders save money by erecting such buildings as that? A. No, sir, that comes generally when a building is left unfinished and they hurry it quickly.

Q. And the inspectors of the department do not take care of it? A. No, it seems to be passed.

Q. It was passed there you know, because the building is finished and people are living in it? A. Yes, sir. Exhibit 24. That is the same arch, showing where the window sills are not built in there. Here is another window.

(Photograph marked Exhibit 25, September 27.)

The same light shaft on the other side. It is a window that is taken out, the people stuck in half a bed there.

By Mr. Hoffman:

The people couldn't stand it, there was a hole there.

By Mr. Moss:

There was no brick pier at all in there, and the people had to get out. They tried to keep the cold out by stuffing it with rags. Half a bed stuffed in around that window. I have had experience in building in a number of countries—this country, in England, and Germany and France, in Denmark, too. I show you another arch.

(Photograph marked Exhibit 26, September 22.)

That is the same light shaft on the other side; there again the arch hangs free in the same way, no bearing on the walls, and the walls ain't built up; there is the opening that shows half a brick should be built up more. It is half a brick too narrow, and the arch is cracked here; on the other side the crack goes up to the next window again, and there is an opening again, and the next window again isn't built up at all.

Q. That building ought to fall down pretty soon? A. It is not my fault though.

(Two photographs marked Exhibits 27 and 28, September 22.)

Here is a building at One Hundred and Sixty-first street East and Third avenue, shown on Exhibits 27 and 28. The building is above the street ground from One Hundred and Sixty-third street on to the bridge, which the two pictures show here. It is about 40 feet in height. There is a bridge, One Hundred and Sixty-first street bridge, and the building has been started from the street. From One hundred and Sixty-third street—40 feet below the bridge. This is the bridge right here.

(Photograph marked Exhibit 29, September 22.)

The wall there does not rest upon the street level. It rests on loose rocks. That wall rests on the stone in the middle, and dirt on the edges and in the corners. It is a loose rock mixed with dirt, crumbling. That whole stone wall, and the brick wall above it, are resting upon that rock, which is of the same face as the wall itself. There is no projection under it.

By the Chairman:

The building is high now about 80 feet up to the top of the building, from there to there we will call it about 85 feet. Four stories on top of the first story.

By Mr. Moss:

The rock upon which this is standing has been cut so that the face of the rock is even with the face of the wall. There is a rock projection outside of the wall about three inches, and the rock upon which that wall is standing is composed of loose dirt and stone. If a rain storm should hit that rock and dirt there underneath that wall from the right quarter, and strong enough. Buddensiek building. I was there when the Buddensiek building fell down, it was built the same as this one. Not at the same time, it was a day or two afterwards. It was founded on the same kind of loose rock and loose dirt this is. These rocks should be leveled off before the building was started. They intend to build another building along side of this.

Q. And when they get the other building up then it will hold this more? A. They have a separate wall for that altogether. That is what they are hoping for should sustain the building. That another building will be built along side of it, and on the principle that two cards will hold each other up, so these buildings will. I consider that dangerous. It stands right there in black and white.

Q. Sure enough, on the side of the bridge are the words "danger." Did you put these letters there to be photographed? A. No.

(Two photographs marked Exhibits 30 and 31, September 22.)

These are two more photographs of the same building. The photograph No. 30 shows the new building along side of it. The new building started to hold the other up. The new building will be built on that wall. I do notice that the new building is braced and anchored. Braced with wooden beams and anchored. Anchored to the old wall. There is a wall going up here, a front wall, which is started with an eight inch break, and above it shows at least a foot, the building is out of plumb.

(Two photographs marked Exhibits 32 and 33, September 22.)

Exhibit No. 32, Ninty-ninth to One Hundredth street, rear cellar. There are 16 to 14 inches of holes built in the rear pier wall which I measured with my rule and stuck my rule into it and the last end of my rule would go there. In other words, the pier instead of being built solid has a hole in it. It is of stone construction, has a hole in it through defective construction which they have filled up with mortar. The building and the stone work are not properly constructed, not the right stone, not the right mortar, and the holes have been left. The holes are left, and it has been smeared over with mortar, and I stuck my rule in 16 inches. Park avenue and Ninety-ninth to One Hundredth street, in the rear part of the building, the building is cracked in a good many places, the piers are weakened in the front, the pier walls are out of plumb. Exhibit No. 33. The same cellar in front, the building shows a crack down the brick wall and stone wall, the cracks are shown right here where the building has been settling away. If any windows are taken out the building falls down, it is the window frames keeps them up. That water table underneath here is six inches out of line, it is weaving in and out; anybody passing by on the sidewalk can see it, if he is any mechanic at all. I was in the same building here when a man saw me take a picture; somebody sent for me, I couldn't tell who it was, way down town to Rutgers street, was following us, and offered \$500, from \$100 to \$500 not to show the pictures.

By Mr. Hoffman:

I have been born and brought up in the building line. I did erect a house at the corner of Sixth and Lewis streets. I started to erect that house about four years ago I did complete it, sir. I will have the plans here, and will be ready to testify the next time. I can give you the date when I look over my books when I completed it. I can't tell now.

SOL D. ROSENTHAL, called as a witness, being duly sworn, examined by Mr. Moss, testified as follows:

I am a lawyer. I have been spoken to by some one in connection with the Ramapo water business within a year past by a number of persons in a business way.

Q. Have you any of the stock? A. Well, I might answer that in the same manner as your friend Mr. Platt answered Mr. Hoffman, "It is none of your business," but I won't do that.

Q. You have done it? A. Yes.

Q. You may just as well take the credit of what you have done? A. I won't be so impolite.

Q. You have been impolite. I asked you a simple plain question, and it did not require you to expatiate upon friendship or people or anything. Have you some of the Ramapo stock? A. I answered you I had.

Q. It did not require all the remarks about friendship? A. Although I considered it my own affair. I did not transfer any of the Ramapo stock to any one. All I have had I still have and paid for pretty nearly five years ago. I have not any option or contract, or any understanding with any one to receive any more of that stock. I do not hold any of that stock for any one else. I am not concerned in any part of that stock in any other way than my own private ownership. I have not spoken with or communicated with or had any connection with Senator John Fox in relation to Ramapo. I don't know him; I never spoke to the gentleman in my life. I have not had any communication or spoken to or had any connection in any way with Eugene Wood in connection with this stock or Anthony Brady. I have had no communications, dealings, conversations, or any negotiations in any way with Mr. Carroll concerning Ramapo stock or Ramapo matters, or with Mr. Croker, or with any officer of the city government.

Q. Or with any person prominent in political life? A. Recently?

Q. At any time? A. Some few years ago, during the former administration, so called, I had some little communication with a friend of General Tracy. I forget his name. I did not see General Tracy to have any conversation with him about it. This gentleman was not representing General Tracy, not that I know of; it was a general conversation regarding the value of it.

Q. How did you connect this gentleman with General Tracy; was he from his office? A. I cannot recollect. It was not in connection with my doing, or being asked to do, anything for the company, or to help in any of its projects. I was not at that time occupying any official position. It was after I owned the stock.

Q. Have you any objections to saying from whom you bought the stock? A. Yes, I have. I know I bought and paid for it, that's all. It was a private sale. The gentleman was embarrassed, and I do not care to mention his name; it might not be very pleasant for the public to know he was embarrassed.

Q. I ask if this gentleman was a man representing General Tracy, or any other prominent person? A. That I can't say.

Q. If the person from whom you bought was such a person, I ask for his name? A. I can't say whether he was or not.

Q. If you can't say, I ask for his name? A. I won't tell you his name. I did represent the 12th district in the Assembly, 1884, 1885 and 1888. That was some time prior to my getting this stock. I got the stock in 1894 or 1895, I am not sure which.

Q. How much stock was it? A. I refuse to tell you.

Q. And what was the purchase price? A. I won't tell. A little below par.

Q. Was it paid in money? A. Yes, sir; not for services rendered, but for money. I considered it a very good investment, and do to-day. I considered it a good investment because of the immense opportunities offered the company in electrical and other enterprises. From what I learned through Mr. Lauterbach, I was more enlightened by reading his testimony than I was at the time, although I had an exalted idea of the magnitude of the company from the fact that gentlemen like Mr. Tracy, Mr. Dutcher and other people, eminent persons that I knew were re-

liable and would not go into an enterprise unless it was. I invested upon the strength of their reputations and the information I received generally.

By the Chairman:

Mr. Dutcher was not president of the company or connected with it at the time. Mr. Tracy was president of the company when I purchased the stock.

Mr. Moss—How could you rely upon it? A. I didn't say I did. I was merely enlightened upon reading their testimony. The opportunity that I thought it had was the building of a great electrical power company. I do not say I consider it a good investment now.

Q. In view of the fact that the company, after an agitation of a year and five or six months, has been utterly unsuccessful in getting a contract from the city, do you still consider it a good investment? A. I still consider it a good investment, from the fact of the statement made on the stand by Mr. Lauterbach, with reference to the power. There is sufficient magnitude to that to pay me handsomely on my investment.

Q. You think the contract is bound to go? A. I don't know.

Q. Without the contract you won't be able to get anything? A. I don't know about that.

Q. Unless there is tangible property in the corporation, where is the value of the stock? A. I don't know anything about that, either; I presume the information could be best obtained from some officer of the company.

Q. Have you ever obtained such information from officers of the company? A. I have not made any efforts. I have not made any efforts to find out whether the company has property sufficient to make my stock valuable. I rely on the gentlemen connected with the company.

Q. You generally want to know that a company has property behind its stock? A. Not always.

By Mr. Hoffman:

I knew positively in 1895 that General Tracy, of the firm of Tracy, Boardman & Platt, was the president of the company. I have not heard that Frank H. Platt had any stock in the Ramapo company. No, I did not, I have never heard it. I have never heard that any person held stock for Frank H. Platt in the Ramapo company

Q. Do you know whether A. B. Boardman, of the firm of Tracy, Boardman & Platt, owns stock? A. I cannot—I cannot tell any person that owns stock in the company.

Q. Do you know whether any person holds stock on behalf of A. B. Boardman, or for him? A. I cannot tell. I do not know whether Senator Platt owns any stock in the Ramapo company. I do not know whether he ever did own any. I do not know whether any person holds any on his behalf in the Ramapo company.

PART VII, SUPREME COURT, COUNTY COURT HOUSE,

NEW YORK, *Sept.* 25, 1899—10.30 o'clock a. m.

The Committee met pursuant to adjournment.

Present: Mr. Mazet (the Chairman), Mr. Fallows, Mr. Costello and Mr. Hoffman.

Hon. EDWARD PATTERSON, being duly sworn, testified as follows:

The Chairman—Our object in calling you and the other judges here this morning is to get some enlightenment on the question of assessment of candidates for judicial office. We have received numerous requests from different individuals and organizations to give those matters some consideration. I do not know that you know it, but perhaps you do, that there was a bill pending in the last session of the legislature in Albany to prohibit the assessment of candidates for judicial office, or to prohibit the contribution by them of any funds for campaign purposes; and as you may have noticed in the public press, the City Club and the Central Committee of the Citizens' Union, and also the Chamber of Commerce have manifested a great deal of interest in this subject and have asked us to take this matter up in connection with other work we have to do here. It is for the purpose of getting the views of the judges on that point that we have taken the liberty of asking you and others to come here and express your views. It is for that purpose we have asked you to come here this morning.

Examined by Mr. Moss:

I am one of the justices of the appellate division. I was elected in 1886 to the supreme court. I did make contribution to the election expenses at the time of the election. At that time there was no law requiring a statement about it. I cannot recall

what was the amount of the contribution. I think it was a contribution amounting to several thousands of dollars. I was nominated by what was then called the County Democracy, a political organization which is now extinct. My nomination was also endorsed by a party at the head of which then was Mr. Henry George—I think his name was Henry George. My nomination was subsequently endorsed by the Tammany Hall organization. I made a contribution to the County Democracy. I made no contribution whatever to Tammany Hall and none was ever asked. And the number of thousands of dollars I cannot recall. I could not undertake to tell you. There was no contribution made at or prior to the time of the nomination. This contribution then was made utterly and absolutely for my own expenses, and some weeks after the nomination was made.

Mr. Moss—We would like to ask you, Judge, if you think it would be beneficial to the judges, to the court and to the community if the making of assessments or contributions should be prohibited by law?

The Witness—I mean now for judicial candidates. You are speaking generally, of course?

Mr. Moss—Yes. We want your advice upon that point.

The Witness—So long as political parties exist and expenses have to be paid—I mean legitimate expenses, in any political movement, we all know they are absolutely necessary and must be paid—I do not see from what other source the expenses of an election are to be derived, unless it be from the contributions of individuals. It was the habit years ago, and I know nothing about what has been done for thirteen years—it was the habit, as I understand it, of expecting contributions from all candidates, judicial offices as well as others. I mean judicial candidates as well as others. Now, I believe that it would be a great relief if judicial candidates would be exempted from the necessity of making contributions. I mean a relief in every way. The mere

fact of a judge making a contribution to the election expenses of course can have no effect upon his judicial conduct, any more than upon that of any executive officer making a contribution to political expenses; but I should think it would be a wholesome and wise thing, on general principles, to exempt judicial officers from the necessity of making contributions.

Q. Has there not been more or less discussion and feeling among the judges upon this very point? A. Not to my knowledge. I have had no conversation with any of them respecting it.

Q. Has there not been some complaint made about large assessments? A. Not to me. I have not heard it.

Q. If it is felt through the community and through the bar that a man taking a judicial nomination is expected to make a large contribution to the organization which nominates him, does not that, first, restrict the class from whom judicial candidates may be taken, and does it not tend to place him under obligation to the organization? Do you not think so? A. I scarcely think so. On the contrary, I should think if a man was expected to make a large contribution to a political organization, and he made it, he would have acquitted himself from any obligations to that organization.

Q. But would he not feel, and would not the organization feel, that in taking him and pushing him forward it had some claim upon him? A. I do not know. I have never been a member of an organization, so I cannot tell you. I could not give you an opinion upon that subject of any value at all. I would with a great deal of pleasure, if I could.

Q. You are, as you said, then, of the opinion that it would be a relief all around to have the judicial position taken out of the making of contributions and suffering from assessments for nomination for any political purpose? A. Yes, sir, on the whole, I should say so. That is my impression. I ought to say to you I did not know what the purpose of your very polite letter was, or that of Mr. Mazet, that I received on Saturday afternoon, and I have not given this subject any careful reflection at all. I am

giving you now my expressions just as they occur to me when you ask me the question.

The Chairman—We are very much obliged to you.

By Mr. Hoffman:

Q. So far as the office of the chief executive of the State of New York is concerned, that of course is the most important office in the State of New York, is it not? A. The most important executive office.

Q. And the office of the lieutenant-governor is the same? A. Well, no, I should say not.

Q. If not quite, it is a very important office? He is charged with great responsibilities and great duties? A. Oh, yes.

Q. And members of the legislature, both of the senate and of the assembly, are charged also with great responsibilities? A. Very great.

Q. Is there any reason why, if judicial candidates should not pay for the legitimate expenses of the campaign, the candidates for governor, lieutenant-governor, senate, or assembly, or any other candidate for office, should not be placed in the same category? A. I think I have already answered that question when I said so long as political bodies are organized as they are, I do not see any other way in which the expenses are to be paid than by the candidates for office, whether they are executive, whether they are legislative, or whether they are judicial. I do not know of any other way in which they can be paid. I will say, as I think I did to Mr. Moss, that I think it will be wholesome and a great relief to everybody if all people could be saved from contributions to elections.

By the Chairman:

I make no distinction between the various offices. Not as things exist. I understand your questions apply to existing conditions?

The Chairman—Yes. You say there are actual, necessary and legitimate expenses which political organizations must defray in and around elections?

The Witness—My dear sir, of course there are. There is no citizen's movement in the city where large sums of money are not required for it. There is not a political party, there is not a man elected to the assembly or to any other office, in respect of whom expenses are not incurred.

Q. Would you care to suggest that the State should pay the expenses of the judicial or other offices? A. I have not thought sufficiently about that.

Q. You would not care to express an opinion? A. I certainly would not. It is impossible to say where that would lead or what consequences might ensue from it. In fact, those questions are so thoroughly speculative that it is impossible now to form an opinion.

By Mr. Moss:

Q. There are not so many expenses of a candidate as there used to be, are there? A. By no means.

Q. The State assumes so much of them? A. Yes, sir.

Q. And to that extent the demands upon the judicial candidates ought to be reduced? A. Naturally.

The Chairman—We regret to have caused you any inconvenience.

The Witness—Not at all. I am very glad to have been of any service to you, or to give you any information I can.

The Chairman—Thank you very much.

HON. HENRY A. GILDERSLEEVE, being duly sworn, testified as follows:

Examined by Mr. Moss:

I was elected as a justice of the superior court in 1891, and went into the supreme court from the superior court by legislation. And prior to that time, I was upon the bench of the general sessions. I did make contribution for election expenses, or in connection with the nomination in the year 1891. I do not remember exactly the amount of it. I filed a certificate in which the exact amount was set forth. I thought of bringing a copy, apprehending that that was the subject, perhaps, on which you wished to examine me. Something like four thousand dollars. Between four and five, I think. That was paid to different ones. I did not pay any of it personally. At that time I had a very serious illness in my family, and my campaign was looked after entirely by my friends. I do not think I paid any amount myself, unless it might have been to some of the newspapers. A good portion of it went to them. I paid a contribution upon my election to the bench of the general sessions. One thousand dollars, I think; and that was after the election. I do not think that campaign, as far as I was concerned, is a fair sample of the ordinary campaign. Every political party sought me as a candidate and told me I could pay whatever I liked, or pay nothing, and I finally said to the party of whom I expected the nomination, that if I was elected I would make a fair contribution. I spent a thousand dollars or so, and then I gave a thousand dollars afterwards to the organization. My expenses, I suppose, that year were something about the same—something like three or four thousand dollars. It is generally understood among the judges and the legal profession, that the judicial nomination is subject to assessment or contribution, as any other elective position. I have so understood. And as the general understanding and belief, that sometimes those assessments or contributions amount to large figures. It is so understood.

Q. What is your opinion about the effect of requiring the judiciary nominee to contribute large sums of money towards the party treasuries? Or, we will put it the other way; would it not be of advantage to the profession and to the judiciary to have relief entirely by law from contributions, voluntarily or enforced? A. I think the custom of expecting a judicial candidate to contribute a large sum towards the expenses of the election is a bad one, and it would be better if the candidates could be relieved. I have always thought, however, that it was perfectly fair, so long as the judicial officer is elective, that the candidate should contribute towards the legitimate expenses of the election his fair proportionate share.

Q. You, of course, have heard the general talk or rumor, that we have all heard more or less of, about judicial candidates being required to pay a large sum of money. Do you think that if that practice were forbidden on both sides it would tend to relieve the bench from that kind of criticism, which must be more or less prejudicial? A. Certainly. If there was no longer any contribution there would be no ground for criticism. It would undoubtedly relieve all criticism from that source, certainly.

The Chairman—We are exceedingly obliged to you for your courtesy in coming here and giving us your views.

The Witness—I am glad to come.

The Chairman—Thank you.

HON. LEONARD A. GIEGERICH, being duly sworn, testified as follows:

Examined by Mr. Moss:

Mr. Moss—I read from the statement filed under the Laws of 1892: "Statement made in pursuance of section 41, chapter 693 of the Laws of 1892, of Leonard A. Giegerich, etc., to Richard

Croker, as chairman of the finance committee of the Democratic general committee of the city of New York, Tammany Hall, for printing and circulating of handbills, books, and other papers, previous to such election, \$5,000." This is dated the 16th of November, 1892.

Q. Who requested the contribution? A. There was no request. I did it voluntarily. I told the chairman of the finance committee that I wished to bear my share of the legitimate election expenses, and I asked him whether the sum of \$5,000 would be acceptable? He said it would be. There was not any proportion established by which my position should bear \$5,000 to the general election expenses. I supposed that that was the proper sum to contribute. I did not know that that was the ordinary sum which was paid. I knew that the candidates for public office contributed their share, or made some contributions towards the legitimate election expenses. There was not any other expense paid by me, or for me, in connection with the nomination or the election. This represents everything, directly or indirectly. It represents everything by which my bank account or resources were depleted on account of the election.

Q. What is your opinion of the proposed legislation for the relieving judicial candidates from assessments or contributions for election expenses? A. As long as the expenses of election must be met, I fail to see how you can avoid receiving contributions from candidates, even though they be candidates for judicial office.

By the Chairman:

Q. Suppose some other method of paying those expenses could be devised, then, in your judgment, would you still maintain that they ought to pay their proportion? A. If you will point out the methods, perhaps I will give you an opinion upon it.

The Chairman—Suppose that the city should pay those expenses, by some method—or the county for which the judge is elected?

The Witness—Then, in that case, I would change my opinion.

By Mr. Hoffman:

Q. Is it your opinion that all candidates for public office should come under the same provision that the Chairman has suggested, and that the city should pay the election expenses? A. I do not——

Q. Why is there a special reason that candidates for state offices, which are important offices, should not come under that same provision that has been suggested? A. I have not drawn any distinction, but the Chair said that.

Q. I ask you whether you believe that all candidates for office should be placed in the same category, and that the city or state should pay the election expenses? A. Undoubtedly, if the thing is possible.

Q. You do not apply it to the judicial nominee alone, but to all nominees for office? A. I would.

By Mr. Moss:

Q. Do you not think that the judicial candidates should stand differently in the matter of assessment or contribution from any other kind of candidates? A. I see no reason whatever why he should.

Q. Do you not think that it is unfortunate for judicial candidates to be compelled to have financial relations with either of the political organizations, or either of the political leaders? A. I do not.

Q. Then, so far as you are concerned, your judgment is that this matter might as well be left alone? A. I think so, yes, sir.

The Chairman—We are much obliged to you for your kindness in coming here.

The Witness—Not at all.

Hon. FRANCIS M. SCOTT, being duly sworn, testified as follows:

Examined by Mr. Moss:

Mr. Moss—The certificate of Judge Scott, filed the 9th day of November, 1897, contains these items among others: "To John C. Sheehan, as chairman of the finance committee of the Democratic organization of the county of New York, to be used for the printing and circulation of handbills, books, and other papers previous to election, or conveying electors to the polls or music or the rent of halls, \$8,830; and other items of disbursements, to newspapers principally, bringing the total up to \$8,955.20.

The Witness—At this time, Mr. Sheehan was the chairman of the finance committee of Tammany Hall.

Q. Does that statement represent all the money which you expended or that you contributed or that was asked of you in connection with the nomination and the election? A. It certainly states all the money that I paid or contributed, because otherwise I should not have sworn to the statement.

Q. I am speaking now of yourself. You are not aware of any contribution made for you? A. I am not aware of any contributions made for me, and none of those contributions were made in consideration of my nomination.

Q. And so far as you know that expresses the bald truth—or, that expresses the entire fact—regarding the expenses of your election or your nomination, whether borne by yourself or others? A. I know nothing about any expenses other than those borne on that election. I know that the statement expresses every penny that I paid.

Q. And all the money you know of? A. All that I know of as having been paid for me; did you mean that?

Q. That is what I mean. Do you believe that it would be an advantage to the profession, to the bench and to the community

to have judicial candidates entirely relieved of assessments and contributions for election expenses? A. I think it would be an advantage to the candidate, and some advantage to the general administration of affairs, if all candidates for election to office were relieved from the payment of a share of the expenses. I do not see any distinction in that regard between judicial officers and other officers who have important functions to perform. As I understand it, the theory upon which it is considered the judicial candidates should not contribute a portion of the expenses is that they enter upon the performance of their duties, as of course they should, free entirely from all obligations to anyone. As things stand to-day, with the necessarily large expenses which attend every political campaign, my own idea is, and always has been, that the man who contributed his own proper share of the expenses of the campaign entered upon his office with less obligation than the man who allowed his expenses to be paid by a political organization. When I was nominated, for some days after I was nominated, sometime after I was nominated, I received no suggestion or intimation as to the payment of any share of the election expenses. I desired to pay my proportion, because I was unwilling to feel or to have it said that I ran in an expensive campaign and that anyone else, individual or organization, had paid my expenses; and I went myself to Mr. Sheehan and asked him to get his committee to fix the amount that they thought I ought to pay. It seems to me that the sense of obligation would be much stronger if any man were to go upon the bench, or into any other office, feeling that his expenses had been paid by somebody else, than would be the case if he paid them himself.

Q. Was it figured out in any way that your position bore a proportion of \$8,830? A. Not to my knowledge.

Q. I mean, as related to the other positions? A. In my first conversation with Mr. Sheehan, he was unable to state the amount which he thought I ought to pay; and I voluntarily suggested that I then give him \$5,000, and that if the committee afterwards thought that the contribution should be increased they would advise me of that fact. Later on I received a communication from

him to the effect that the committee thought my share of the expenses should be \$8,830, or whatever the amount is.

Mr. Moss—I noticed the odd figures there, and that was why I asked if there was any proportion.

The Witness—I do not know how that sum was arrived at, but I have no doubt that it was arrived at, as has been the custom from time immemorial, during all the time of my knowledge of political organizations, by fixing the amount at the sum of ten dollars for each election district in the district in which I ran, because there were, at that time, I believe, eight hundred and eighty-three election districts in the county, and I have no doubt that that figure was arrived at by multiplying the number of election districts by ten. I say that because that is a coincidence, and I know that has frequently been the manner in which such things have been arranged.

By the Chairman:

Q. Do we understand your idea to be that you make no distinction as to the character of the office for which the man is a candidate, as to the propriety of the contribution? A. I do not think any distinction should be made. Take, for instance, the position of comptroller. If a comptroller went into office under pecuniary obligations to any man, or any body of men, it would be quite as serious a matter for the community as for a judge or anyone else to do so. My idea is that every man should enter upon his office absolutely free from all obligations whatever; and I think the man who pays his own way is more free from obligation than the man who has his way paid by somebody else, so long as it is necessary to make a payment.

Q. Of course the amount seems to vary at different times, I presume owing to the exigencies of the case. In one campaign it would be more expensive than another, would it not? A. I presume so. I have had experience in some campaigns and I have found that the amount of money necessary to be expended depends a good deal on the hotness of the fight.

Q. Is there anything in your mind as to the proper solution of this matter? A. Yes, there is to my mind a very obvious solution. I do not mean by that a solution which would prevent all contributions, but I am quite sure if the legislature would adopt a stringent statute prescribing for just what purposes money might be expended in a campaign, and then would, by the same statute, and under severe penalties, require each organization or political party to publish a detailed statement of their expenses, of what their money had been expended for, and how it had been expended,—I am quite sure that the expenses of the campaign would be lessened and the contributions of the candidate much less. That is the remedy which has occurred to me, so long as we have these great popular elections.

Q. Your idea is that the organizations as well as the candidates should make sworn statements? A. If you do not, they are of no value. I think there should be some method also prescribed in connection with that by which the accuracy of those statements could be tested if anyone questioned them.

The Chairman—We are exceedingly obliged for your courtesy in coming here and giving us your views.

Hon. HENRY BISCHOFF, being duly sworn, testified as follows:

Examined by Mr. Moss.

I was elected to the common pleas in 1889. At that date there was no certificate required. I voluntarily contributed to the general campaign fund of the Democratic-Republican General Committee for this county, \$10,000. The amount was determined by myself, without previous understanding with anybody, without any requests for any contribution, and without any solicitation or suggestion or intimation from anybody. I considered, in the then condition of affairs, it required a liberal contribution, and I made it.

Q. Was not that understood to be the custom of judicial officers, as well as of others?

The Witness—Making contributions?

Mr. Moss—And to make those contributions in the thousands of dollars? A. I don't know what the understanding was.

Q. Is not that the general understanding upon the bench? A. I don't know that there is any such understanding.

Q. But that is what they have done, is it not? A. I do not know what any other candidate contributed, excepting from the testimony I have heard here.

Q. To whom was the contribution made, do you remember? A. Yes, sir. I remember that not having received any request or intimation from anybody to whom it was payable, I called at the headquarters of the Democratic-Republican General Committee and made inquiries there as to whom I might pay my contribution, and was referred to George Gorman, subsequently Sheriff Gorman, and I paid my contribution to him.

Q. I ask you the question now that has been asked of the other judges: Do you think it would relieve the bench and benefit the profession and the community if judges should be relieved from the payment of assessments or contributions? A. I share entirely Judge Patterson's views on that, just as he expressed them. I listened to his testimony and I share his views entirely upon that subject.

Q. I want to ask you further about the question of references. Do you believe it would relieve the bench and be of benefit to the community and the profession if there were regularly appointed official referees? A. I have never given that subject any particular thought. I feel absolutely sure of myself, and I know that in my case my affiliations or nominations, or the making of a contribution for my campaign expenses did not have the slightest effect upon my subsequent actions.

Q. We agree with you in that statement, so far as it refers to you simply; but I am speaking of it in a general way, and con-

sidering the position that the bench holds in the community, and the feeling of the community towards it, and the discretion of the bench. These things are all discussed on the bench and among the people. Would it not relieve the bench of embarrassment, and prevent the discussions which sometimes arise, if this whole matter of patronage was disposed of in that way? A. I would favor the taking away from the judges of all patronage.

Q. I ask you further this question: It has been commented upon in some of the newspapers and by some of the gentlemen who have requested us to examine into this matter of judicial contributions, and assessments: That a great many references go to clerks of the courts, and to stenographers, and to private clerks of judges and persons who have sustained previous relations to them? Do you not think that it would benefit the bench and the community generally if some provision were made by which that should not be continued? Or what is there in your mind on that subject? A. That members of the bar have frequently requested me to appoint, in trivial matters—the taking of the testimony of a witness where the fees are small, for instance, I remember having appointed my private secretary, Mr. McKim, in two or three instances, where it was necessary to send a referee to Sing Sing to take the testimony of a convict there. The fees are usually small, and frequently it is a matter of great convenience to appoint a referee who will do the work for a moderate charge. I have, when sitting at special term, Part II, referred matters to Mr. Nealis, the stenographer there, in which there were no fees paid whatever.

Mr. Moss—I think that statement ought to come out, just as you are making it, if that be the explanation as to those references.

The Chairman—That is a matter of economy, largely, then?

The Witness—Yes, sir.

Mr. Moss—There has been a great deal of comment about it, and I suppose you are aware of that fact?

The Witness—I am aware of that fact.

Q. Does that account for substantially all the references that have been made to Mr. Nealis and to other gentlemen situated like he is, so far as you know? A. I do not know that.

Q. So far as you know? A. So far as I know, yes, sir. Frequently, in cases where application has been made to the court for judgment, and it is necessary to take testimony, it would seriously interfere with the business of the court, if the witnesses were orally examined at chambers. The matter is usually referred to Mr. Nealis. He takes the testimony, and that testimony is reported to the court. If he receives any fees they are gratuitously given. Then, on the subject of receivers, we are frequently in a quandary as to the appointment of persons as receivers. I have had the papers in my pocket and begged friends to accept appointments as guardian ad litem, and receivers in cases where I knew there was no compensation, or the compensation was totally inadequate to the service expected to be rendered.

Q. In supplementary proceedings also? A. Yes, sir.

Q. Have you ever received any intimations from any political leader, or the representative of any political leader, about referees, about persons who shall be put on the list for references? A. I have had recommended to me from a great number of persons, persons for my recognition in that particular, yes, and there may have been among them somebody who had political affiliations.

Mr. Moss—I am speaking now not of the incidental or ordinary recommendations, but of anything special.

The Witness—No, sir, never.

Q. Have you ever been spoken to, or had submitted to you, the names of persons or lists of persons recommended by somebody prominent in a political organization? A. Absolutely never. I should not have permitted it. I should have resented it if it had been done.

Mr. Moss—That we should have expected, judge.

The Witness—Yes, sir.

Mr. Moss—I think that is all.

By the Chairman:

Q. Have you any views or suggestions to make as to changes in the existing laws on the subject? A. Judge Patterson expressed my views. I have not any particular measure to suggest at the present time. I share the general views expressed by Judge Patterson.

The Chairman—I thank you very much. I am exceedingly obliged to you for your courtesy.

The Witness—You are quite welcome.

Hon. DAVID McADAM, being duly sworn, testified as follows:

Examined by Mr. Moss:

I was elected to the superior court in 1890. I did make a contribution at or about that time. A friend of mine, or more than one friend, I do not know which, made on my behalf a contribution of \$10,000. This sum, of course, after election I repaid. I do not know to whom that was made. I have no question that it was paid to a political organization. Of course I do not know. And I will state that in my return, filed within ten days after the election of 1890, this fact was stated. That is, what I have stated to you.

Mr. Moss—I ask for this, as I have no copy of the paper.

The Witness—I have a copy of it in my pocket. I will accommodate you with pleasure. I will state that all this thing was published in the newspapers at the time. I think I was the first candidate who ran under this new law, and in the Republican papers I was very highly complimented. They said they thought I was a very honest man, because my statement was so large.

The Chairman—I do not think anybody ever questioned that.

The Witness—But the Democratic papers were not so kind. I was surprised at that.

Mr. Moss—Then the statement recites advertising and other expenses amounting to \$4,835.58 “In addition to that contribution, aggregating \$10,000, were made on my behalf to the organization that nominated me, for the purpose of assisting in defraying the legitimate and legal expenses of the campaign.”

The Witness—I will give it to you, if you want it (referring to the copy of the sworn statement furnished to Mr. Moss by the witness).

Mr. Moss—Oh, no; I have read just enough of it.

Q. You heard the statement of opinion by Judge Patterson, on the one hand, and the statement of opinion by Judge Giegerich, on the other hand, regarding the advisability of legislation upon this subject. What is your opinion upon that proposition? A. I understand the expenses of running a campaign in the city of New York to be about \$200,000. I think a judge, who is one of the chief beneficiaries on the ticket, ought to contribute his fair share of that expense. I think if a statute was passed permitting a judge to run in forma pauperis, it would be a very good thing for the judge. But I do not think it would be fair to the organization.

Q. Do you not think that the organization, in consideration of the judicial character, ought to provide his expenses without putting him in the financial relation to his election that he is put in when he contributes to his expenses? A. I do not think so. I will state this: I have been a candidate four times. I have never been assessed at any time, nor have I ever paid an assessment. The amount I contributed was fixed by myself, and entirely voluntarily; entirely so. If I had been told by an organization that my assessment was so much, I would have declined the nomina-

tion; and I may state also that during the four times I have been nominated I was not a candidate for the place, but the place sought me. Nor did I ask any one to procure the nomination for me, nor help me in the nomination. It always came to me.

Q. The amount of the contribution, \$10,000, at that time was what was generally contributed, and what was known to be the ordinary contribution for that place, was it not? A. I know nothing about that except what I read in the public prints.

Q. Was not that the understanding? A. I had no understanding. I have read that in the public prints.

Q. That was fixed without reference to any custom or any knowledge of any custom? A. Entirely so.

Q. I will ask your opinion also upon the subject of references, and what has been denominated in an offhand way as "patronage" in the examination of our last witness? A. I think judges and courts would be a great deal better off without references. I am opposed to the system emphatically.

Q. Does not the system of references operate very harshly upon litigants? A. I think it does.

Q. In the piling up of expenses, and making delays? A. I think it does.

Q. If that subject could be regulated and litigants relieved from the expenses and delays and burdens of references, would it not be a very great gain in our judicial system? A. Very great gain. I have nothing to say in favor of the system of references; nothing at all.

Q. Do you not, as a judge of experience, think it entirely practicable in conducting these references—I am speaking of this question, as it is a very large question—do you not think it is possible to conduct litigation of this kind without the system of references? A. You could not conduct litigation of this kind without references. Take accountings. It would be impossible for a judge to conduct an accounting. A bookkeeper, a practical bookkeeper, could do it far better than any judge could do it; and the referee in his private office, with the assistance of a bookkeeper, could conduct it much better than any judge could. In

fact, the judge could not devote the time to do it. It is clerical, rather than judicial work.

Q. How would you provide for that kind of work? A. I think there ought to be a board of referees, like the old masters in chancery. The old masters in chancery were very reputable men. They had the confidence of the community, and they deserved it. I am free to say that all of the referees we have now do not. That is, all of them do not. They were men who stood well. I do not think all our referees stand well. I am not of that impression.

Q. I know what you mean. You mean, if you will let me attempt to put it in another form, that a great many of the referees are not men that are eminent, or even prominent, in the profession? A. That is the idea.

Q. A great many of them are more prominent in political organizations than in professional life? A. I don't know how prominent they are in political life, but better than they are known at the bar.

Q. You think that a system of masters in chancery, or something like that, would be a remedy? A. Something like that would be a very good thing.

Mr. Moss—I think that is one of the most valuable suggestions that has come out.

The Chairman—I think it is. Would you suggest that they be paid an annual salary?

The Witness—I would want to consider that question. The minute you give an annual salary to these people you make it a sort of official position, and bring it into politics, I think, to a very large extent. I think if you had a board of referees like the old masters in chancery, it would be better, so that a person could go and have his reference sent to any one he pleased. I think the one that had the greatest talent and ability would be more apt to get the greater portion of the work—like Hamilton Odell, as referee. The mere suggestion of his name is enough to

secure an appointment. "We will accept Mr. Odell. That is enough." No one objects, on account of his well known reputation. When I mention him I refer to others who stand as high.

By Mr. Moss:

Q. There are a number who are as prominent as the judges on the bench? A. Yes, sir.

By the Chairman:

Q. That would be an incentive to the individual to do good and effective work, rather than the getting of an annual salary? A. I think so. The trouble with the salary is, if we made it four or five thousand dollars a year we would not get a brainy man to act, and if you made it fifteen thousand or twenty thousand dollars a year and got a man without brains he would get a very excessive salary.

By Mr. Hoffman:

Q. Would you apply this law in respect to referees to the entire state? A. I would, yes, sir.

Q. You would not restrict it to the Greater New York? A. Oh, no. Another suggestion I would like to make about referees. Referees are appointed to sell property. Sometimes the mortgage is \$10,000, sometimes \$100,000, sometimes more. I remember five cases that I had while in the superior court, where the amount aggregated over \$500,000—over half a million dollars. I was to appoint a referee. I waited until lunch time, when all the judges met; and I told them my situation, that I had five cases involving over half a million dollars. "Who can I appoint that is responsible for this money?" Because the referee in those matters gives no bond. It is the only position in the world of trust where the party gives no bond. After consulting with the judges, they finally suggested somebody's name in Wall street, who was very well known to Chief Justice Sedgwick, and some of the other justices knew him, who said he was a responsible man. He was rich, and a very exceptional lawyer, because he was worth

a half a million dollars, and I appointed him. I guess there was no man in the world more surprised than that gentleman when he found he was appointed in those five cases. That is the way he came to be appointed. To appoint people you do not know, or on the recommendation of somebody who does not know much about the individual, to sell property where a hundred thousand dollars comes into his hands, without the slightest security, I think is wrong; and it ought to be changed in some way. Either the referees ought to be required to give a bond by a surety company, allowing the surety company a sum not exceeding one per cent, and allowing that to be taxed in with the costs—because it is for the protection of all the parties in interest, and one per cent would not amount to a great deal; and the surety company in that case would arrange with the referee about the handling of the money, as they do now, in giving bonds. A bond for a hundred thousand dollars for one hundred dollars, and controlling the money and countersigning by checks drawn out—I think that would be a great protection to litigants in actions of that kind.

Mr. Moss—Suppose there is no candidate for refereeships?

The Witness—I was holding chambers last year, special term. Seven references came to me, and I had two hundred applications. I thought in those seven cases, that in order to get along amiably and nicely, I would appoint the sheriff, who is a bonded officer to sell. The county got half the money. It gets half of all his fees; and the only compliment I got from the newspapers was that Dick Croker had ordered me to do it. I hadn't seen Mr. Croker to speak to him in eight years, and he never opened his mouth to me on the subject, nor any other human being. I say that positively and emphatically, under oath—never opened his mouth to me on the subject, nor any other living human being. I did it in the interests of reform. I thought it was a good thing to do, and that is the compliment I got for my reform.

Mr. Moss—We will straighten that out.

The Witness—It was an infamy on Mr. Croker, and it was an infamy on me, to make such a publication.

Mr. Moss—I am glad the opportunity has been given to you to make the statement.

The Witness—That is why I have been so positive on the question of references.

By Mr. Costello:

Q. Do you understand that the newspapers are against the reform? A. I did not say that. I say they abused me on account of my reform, in charging me with what I tell you I was in favor of.

Mr. Costello—As a countryman I would like to know about the New York newspapers.

The Witness—I am a New Yorker, and was born here, and have lived here all my life.

The Chairman—Those are good suggestions. I think on the question of referees, that the persons interested should be protected by having a bond given for the faithful performance of their duties. We ought to have some provision of that kind in the law.

The Witness—The persons that are most clamorous for references are the people who are poor and needy; and yet they expect a judge to put into their hands, poverty stricken as they are, large sums of money. I say the judge who did that, if the referee ran away, would be the subject of great censure. The first thing that would be asked of him is: "Did you inquire into this man's responsibility?" "Yes." "What did you find?" "I found that he was poor. Poverty is no disgrace, as a matter of course, but he was a good fellow, and I sent it to him." The "good fellow" would be no apology for the judge, if a hundred thousand dollars was run away with; and that might happen every day in the week.

By Mr. Moss:

Q. The fee for foreclosure reports is only fifty dollars? A. Fifty dollars, excepting in cases where the amount is over \$10,000, in which case the judge may make extra compensation. My experience has been that almost every referee wants extra compensation. I know I sat down on one a short time ago, and I did not grant him the extra compensation.

By Mr. Fallows:

Q. To whom would you give the appointing power of this board of referees? Or have you not considered that yet? A. I would give it to the appellate division. There is certainly nothing partisan in that, because in two of the districts, they are certainly Republicans, and there are two Democrats. So that, as a matter of politics it would be equalizing things pretty fairly.

By the Chairman:

Q. In regard to the compensation of referees, would you have that fixed by statute, or allow that to be governed in each individual case? A. No, the statute already fixes it at ten dollars, and I think that is a very reasonable compensation. And the statute permits of a special agreement between the parties by which the fee may be enlarged, so long as the amount is specified. They have held that you cannot leave it to the discretion of the referee to fix his own fee, but where you agree in advance just exactly what to charge, such an agreement is legal.

Q. Your best judgment is that so far as the compensation is concerned, it ought to be less than it is? A. I think so. I think it is very fair.

Mr. Moss—That is all, Judge.

The Witness—If I can be of any assistance to the committee at any time, I shall be only too glad.

The Chairman—We are very much obliged to you for coming here and giving us the benefit of your views.

HON. P. H. DUGRO, being duly sworn, testified as follows:

Examined by Mr. Moss:

I was elected to the superior court bench thirteen years ago. In 1886. I made a contribution for campaign purposes at or about that time. I cannot recall what the amount was; some thousands of dollars. It was paid to some representative of Tammany Hall. Who the individual was I have forgotten. Probably whoever happened to be treasurer at the time—or whatever committee had charge of the finances at that time.

Q. Would it, so far as you can recollect, amount to ten thousand dollars—the sum that has been mentioned by other judges?

A. I think so.

Q. Would it amount to more than that? A. Well, I cannot remember. I have been a candidate quite a number of times, and I am not quite clear. On that particular occasion I was asked to contribute an amount which I am not clear about, but I had some discussion with whoever it was that called upon me with respect to what the expenses incidental to the campaign would amount to. Finally some figure was determined upon that seemed to be satisfactory to whoever represented the organization, and to me; and I paid it; just what it was I do not remember.

Q. As I understand you, it would amount to \$10,000? A. I think it would.

Q. And whether it was more than that, you are not clear about it? A. Well, I am not sure about that. I will not say.

Q. This was before the law which required the filing of statements? A. This was 13 years ago.

Q. I will ask your opinion, as we have of the other judges, about the advisability of legislation prohibiting the making of assessments or the paying or the receiving of contributions, by judicial candidates. What is your opinion about that? A. Well, I suppose the greater the means of the judge, the safer, ordinarily speaking.

Q. You mean that the community is safer with the judge who has more means? A. I believe ordinarily, that that is the theory upon which large salaries are fixed in England, and have been fixed in the city of New York for the judges. My impression is that there was a time when the salary of the supreme court judges in the State of New York was very much less than now; that an evil arose; that the small amount of the salary was considered to be one of the elements that has brought about the evil; that to prevent the continuance of it, or its future existence, or a repetition of it, salaries were made large. The tendency of the large salary would be to increase the means of the judge, and I presume that it was upon the theory that the larger the means of the judge the safer under ordinary circumstances. Of course I do not mean that that would apply in individual cases.

Mr. Moss—We were not discussing the salaries so much as the contributions.

The Witness—Well, the contributions deplete the judge's means, and to that extent it would make it so that he would not be as safe, upon the theory that the larger his means the safer the judge. If he parted with \$10,000 or \$15,000 or any particular sum, he would not have as much as if he had not parted with it.

Q. But as he would part with his \$10,000 or \$15,000 before he received his salary, he would have to be a man of some means, independent of his prospective salary, in order to pay the contribution. Is that what you mean? A. No, I do not; because he might be able to borrow it.

Q. What position does that put a man in who is going upon the bench—the supreme court bench now—that, being a man of small means, he has to go to his friends to borrow ten or fifteen thousand dollars, in order to pay the contribution which is customary? What position does that put him in? A. That is an undesirable situation.

Q. Exactly; and when the regular or expected, or customary contribution exists (that is, the fact that it would require it to exist),

it practically shuts out of the race men who have not the means to raise that sum of money, or who have not the friends to go to. That is plain enough, it is not? A. It would probably have that tendency.

Q. It would tend that way? Do you not think——. A. I will endeavor to make it clear. I do not know that I have stated——

Q. I think you have; but I am developing the fact. Do you not think that there are members of the profession to whom the payment of ten or fifteen thousand dollars down for an assessment might be a burden—who are eminently qualified to exercise the judicial function? A. I have no special instance in mind, but I can readily understand how it might be so.

Q. And if such a man as that, eminently qualified to exercise the function of a judge, should have before him a prospect of a nomination, and he had no money, then he would have to go and borrow it? A. I presume so, if he wanted to take the nomination and make his contribution.

Q. And the presumption is he would have to pay it out of his salary? A. If he had not any other means he would have to do it out of that.

Q. Does not that put the judicial officer in rather an unpleasant position before the community? A. If the community knows it, it might.

Q. Have you not seen in the public prints references, whether true or untrue, to gentlemen upon the bench, who, while receiving a salary, have been sued, or have been put in unpleasant positions before the community, with reference to that state of affairs? A. I do not recall any such instance. There might have been. I haven't any in mind.

Q. Supposing now that a gentleman who has borrowed from a friend, a lawyer, to help pay this contribution, should thereafter be requested by that friend to appoint him as a referee, or requested by that friend to appoint somebody else as a referee, it would put the judge in an embarrassing position, would it not? A. Well, that would depend upon the ability of the person who made the request, and the particular case.

Q. I understand; but supposing all these things happened. I am putting these things to you in order to get upon the record an opinion based upon the possible situations that might arise? A. It is an undesirable position. It would be better if the judge owed nobody. It would be better that he were not compelled to contribute, or at all events were not called upon to contribute.

Q. Then I think you occupy the same position in judgment as Judge Patterson? A. I could not hear all that he said.

Mr. Moss—Judge Patterson expressed himself as unqualifiedly in favor of legislation that would stop assessments and contributions by judicial candidates.

The Witness—Well, I do not know—I used the word “assessment” a little while ago, but I do not——

Mr. Moss—I said “assessment” or “contribution.”

The Witness—I supposed you meant “contribution.”

Mr. Moss—Yes.

The Witness—Well, I certainly think the less the candidate contributes the better it is.

Q. And you say that, although we may call a payment a contribution rather than an assessment, if it be so customary as the judges have told us, no man would dare accept a nomination without making the contribution that is customary. It would become a matter of compulsion by custom, would it not? A. It would be certainly unpleasant to refuse—or embarrassing to do so.

Q. If the judge be a member of the organization that nominates him (a man who has had political relations with his associates who brought about his nomination) it would certainly result in unpleasantness if he failed to comply with the custom that has been prevalent for years, would it not? That is clear, is it not? A. I won't be sure of that. It probably would be unpleasant for him, as a matter of feeling; but I have never known an instance where there

was any result with respect to such a matter. Whether that was because nobody ever declined to do it or not, I cannot say.

Q. I will ask you the question that I asked of the other judges about referees, and the referee system. Do you believe that the bench would be relieved and that its position would be better in the community, if it did not have to dispose of the patronage, so-called, that exists in references? A. I cannot say.

Q. You have no opinion on that subject? A. No, I have not given it thought.

Q. You have made some references, have you not? A. Oh, yes; I must have.

Q. Not so many as the other judges. You have only made thirty-five in 1898, according to my memorandum here? A. Yes, sir.

Q. But if you made thirty-five appointments of referees, you must have had a great many more than thirty-five applications, did you not? A. I won't say that, because I have not been assigned to the special term branch in, I think, somewhere near four years; and that was a vacation. And the probability is that I may have been at a loss whom to appoint without giving some little thought to it. In other words, I have had little experience in the last four years, with respect to the matter of references, not sitting in that branch of the court.

Q. You made appointments of referees before you went into the supreme court, did you not? A. Oh, yes.

Q. A great many of them? A. Quite a number of them.

Q. You had a large special term experience in the superior court? A. Yes, sir.

Q. As large as that of any other judge? A. Yes, sir.

Q. I think it would be well to have it on the record. It seems that Judge Dugro, who has had a large special term experience in the superior court, has not had any special term work since he was put into the supreme court. How is that arranged? A. The appellate division makes the assignments.

Q. The appellate division makes the assignments of the judges to hold special term? A. To hold any term; all terms.

Q. But that includes special terms? A. Yes, sir.

Q. And if we may use the term "patronage" without offense, the patronage of the court is almost entirely handled through the special terms; is not that so? A. I would not call it patronage.

Mr. Moss—The appointments of referees and of receivers?

The Witness—It is, almost exclusively.

Q. In the special term? A. Yes, sir.

Q. Are there other judges who, like yourself, have not in those four years been assigned at all, or frequently, to special term work? A. I cannot say. I have an impression that I have been at trial term longer than any other judge during the four years. I have that impression. Now, I may be mistaken. I do not know about the others.

Q. Is there anything in the law which provides for anything different than the regular rotation of the judges between the different trial terms and special terms? A. That matter is entirely at the will of the appellate division. They make the assignments in whatever way they please.

Q. The matter is entirely in the discretion of the appellate division, is it? A. Yes, sir.

Q. They assign whomever they please of the trial judges, and wherever they please? A. Well, those whom they believe they ought to, I suppose.

Q. Put it that way. In the superior court, while you were a member of it, the assignment to trial and to special term were very nearly uniform, were they not, between the different judges? A. Very nearly.

Q. And asking you as a member of the bar, and as a member of the court for many years, was not that so, generally speaking, of the court of common pleas? A. I believe it was.

Q. Was it not so of the supreme court? A. I think not. My impression is that in the supreme court there were certain judges who were more frequently at the general term than in the other courts, although I am not sure about that. Your own experience would tell you that. I think that was the case.

Mr. Moss—It will be enough to get it upon the record, then, that receivers and referees are appointed almost entirely at special term.

The Witness—Yes, sir.

Mr. Moss—And that it rests in the discretion of the appellate division as to which supreme court judges shall hold the different trial terms and special terms?

The Witness—Yes, sir.

Mr. Moss—And that discretion has worked in your case to exclude you almost entirely from special term work during the four years that you have been in the supreme court. I think I repeat your statement fairly and correctly?

The Witness—Yes, sir; I am glad to say it is.

The Chairman—I presume the judges have a preference as to the character of their work. Some judges prefer the trial term and others the special term?

The Witness—I have. I prefer trial work.

By Mr. Moss:

Q. Have you asked for trial term work? A. No.

Q. Have you asked to be assigned to trial term work? A. No.

Q. You have simply taken what comes? A. That was it. It would not be fair to ask for any particular assignment.

By Mr. Hoffman:

Q. Judge, do you not think the appellate division, by virtue of the new constitution, has the power to arrange as to the different judges, and the work before them? Was not that one of the provisions of the new constitution that went into effect in 1895?

A. I believe the constitution was construed that way.

By Mr. Moss:

Q. I am not asking you now upon your experience in the supreme court so much as I am on your experience in the superior court. Would you favor the passage of a law changing the referee system—making referees somewhat like masters in chancery, and stopping entirely the appointment of referees in general, as now is done? A. Not having much to do with the appointment of referees for almost four years, I have given that matter very little consideration. I have not reflected upon it. I would hesitate to give a public expression of opinion upon it. With respect to some matters that are supposed to be evils, I think they are imaginary. With respect to some of the supposed evils my impression is they are imaginary. For instance, reference has been made to foreclosure cases and the danger of the loss of money intrusted to a referee not bonded. I can recall in twenty years but one instance where there has ever been a claim made that the referee had defaulted; and in that instance my impression is there was some sort of restitution; so that, so far as that matter is concerned, it does not appear that there are any facts with respect to the danger.

Mr. Moss—I think that is a most interesting tribute to the honesty of the bar of New York city.

The Witness—I think the bar is honest.

Mr. Moss—That for twenty years, as to referees, who were not bonded officers, there is only one case known of defalcation.

The Witness—Known to me, and that is simply by rumor.

Mr. Moss—And in this case there appears to have been restitution.

The Witness—I do not say there was restitution. I heard so.

Mr. Moss—I say, there appears to be restitution. But if receivers—if guardians ad litem, who are lawyers always—if those

different lawyers, when they assume official positions, are required to be bonded, why should there be an exception in the case of a referee?

The Witness—Well, the referee is an officer of the court.

Mr. Moss—So is the guardian ad litem.

The Witness—Yes, sir; that is true. The receiver may be, through the appointment.

Mr. Moss—The receiver is, but the receiver is not always a lawyer. I used the illustration of the guardian ad litem, because he is always a lawyer. If there is a reason as to the lawyer, who is a guardian ad litem, why not the referee?

The Witness—I presume that in the making of laws, the conditions existing are considered and past experience is used. The fact that there have been no defaults in cases of special guardians and referees—so far as I am aware—during twenty years, may be one reason why they have not been bonded during that time; and probably the reason why bonds twenty years ago were not required was because during the prior twenty years there was shown a similar experience.

By the Chairman:

Q. Have you any views as to legislation, in regard to this question of judicial assessments—as to the prohibiting of them? A. I have not given the matter consideration. It seems to me that the least contribution required of a judge the better.

By Mr. Hoffman:

Q. Do you apply that same rule to other candidates for other official positions? A. I guess so.

Q. Is it not the same as to all official positions? A. I think the same reasoning would apply. There are two theories. The one is that the public desires that the candidate should be compensated for his services by the salary fixed, without contribution.

The other may be that the conditions, existing at the time of elections, of contributions, are known to the law making power, and that they take that into consideration in fixing the salaries. I presume that, ordinarily speaking, one would say that laws are made in the view of existing conditions. That view may warrant the conclusion, or at all events with some, that contributions should be paid. Personally, I suppose the public would be better off without the contributions paid by the candidates.

The Chairman—The committee thank you for your courtesy in coming here and giving us the benefit of your views on the subject.

The Witness—Thank you.

JAMES FITZGERALD, sworn as a witness, being duly sworn, examined by Mr. Moss, testified as follows:

Q. I was elected to the Supreme Court last year, Mr. Moss, and filed my statement of expenses.

Mr. Moss—I will read: "Dated November 16, 1898, to John McQuade, treasurer of the Democratic organization of the county of New York, to be used for the printing and circulation of notices, books and papers, previous to election, renting halls and music, \$5,000, two other items amounting to \$5, a total of \$5,005," and, Judge, this I suppose, represented all of the contribution made, either before or after election, by you or by your friends, or in any way so far as you know. A. Everything to my knowledge.

Q. Was this requested of you? A. I can hardly say it was. I was nominated and made some inquiries in regard to possible expenses. I had been a candidate a number of times before, Mr. Moss, and was aware of the fact that money was required in political elections, and I ascertained that a contribution of that character would defray such legitimate expenses.

Q. You understood it was the custom, both from previous ex-

perience and from what was generally understood? Yes, sir, practically that sums it up.

Q. May I ask you about the former contributions, I think that was before the law? A. That was prior to the law, in the Court of General Sessions, I was elected to the Court of General Sessions in 1889.

Q. What was the amount of contribution? A. I cannot state anything in relation to the contribution; of course the canvass of that day was a different kind of a canvass. I was the anti-Tammany Republican candidate, and I can tell you generally in relation to the expenses.

Q. I would like to have you state if you can what you paid to the anti-Tammany Democratic committee, and what you paid to the Republican committee? A. I don't think I paid anything to the committees. My expenses at that time exceed my expenses in the last election, for the reason that I was compelled to make a very extensive personal campaign to overcome that very large majority of about 20,000 that was in favor of the other ticket, and so I expended more money in that race than I contributed to the last.

Q. Those were more like personal expenses, and I suppose we don't want to inquire very particularly into what you have expended in going around the town? A. No.

Q. That is a matter we don't want. A. They were of the same nature, for meetings, for printing and for advertising, for the distribution of circulars, for postage, for music, for carriages and for things that I had to do myself, that in this instance was done for me by organized methods.

Q. And that in this case is entirely covered by the certificate showing \$5,005? A. Yes, sir, to my knowledge.

Q. Now, I want to ask you, as I have the other judges, your opinion of the proposed legislation to stop the payment of contributions, or making of assessments, or asking for contributions of judicial candidates, you have heard what the other judges have said? A. I have not heard it very fully, where I was sitting in the room a good many of the points made were indistinct, and

I couldn't get them, and I would ask and in that way would miss the next part of the sentence. What is your question now?

Q. I wish you to give your opinion upon the advisability of the proposed legislation to stop the making of assessments, the asking of contributions from or giving of contributions by judicial candidates? A. Proposed legislation is such a very wide term, it is a difficult thing to give an opinion upon that that is worth anything.

Q. When I say proposed legislation I mean that it has been intimated—in fact, resolutions have been passed by the bar association, by the chamber of commerce, by the city club, and there has been an agitation among a great many members of the bar, outside of these organizations, and I think in all of the political parties, in favor of the proposition that the bench should be made entirely independent of the political organization, so far as contributions are concerned, and may be entirely free before the community of any financial question. The proposition has not been shaped into any proposed bill that I have seen, but the committee has been asked to consider that subject and to devise some measure to accomplish that result. Now, would that result be desirable?

A. Possibly, if the wisdom of the legislature in drafting the bill was equal to their intention it might be a good thing.

A. Supposing persons who were expert upon these matters, supposing the judges themselves should draught legislation which would be wise, well adapted to the ends, is the end desirable?

A. I presume anything that would relieve all political candidates, if that could be arranged, of any possible expense, would be a good thing for the community generally, and it is a good thing for the candidates particularly.

Q. We have gone a long way in that direction by having the state assume the printing of ballots, and other expenses, which it does at present under recent legislation. I think your suggestion is entitled to great weight, that all candidates should be relieved, but is there not a special reason why the judges, the nominees for judicial position, should be relieved from that burden, and relieved from the criticisms that are sometimes made? A. Any-

thing that would tend to relieve criticism, of course, would be beneficial to the administration of justice.

Q. Would that tend to it in your judgment? A. A rigidly enforced law in that matter, as wise as you could suggest, would have the tendency to remove criticism of payment of contributions by candidates for judicial positions.

Q. That would be desirable? A. It would be an advantage over the present system, and if it operated well it might be desirable.

Q. Why do you say rigidly enforced? Do you think there would be any difficulty in the enforcement of a law which prevented judicial candidates from paying—or would the difficulties be from the organization which would attempt to get the money indirectly, why would it necessitate rigid enforcement? A. I believe all laws should be rigidly enforced; I did not use that word with any special significance.

Q. You state you did not hear all the suggestions that were made, so I venture to call to your attention what was brought out in the examination of Judge Dugro. In his examination the case was cited and he entered very earnestly into the discussion of it. A member of the profession, eminently qualified we will assume for the position of a judge, but to whom it would be a great burden and impossibility to raise the number of thousands of dollars that by custom he ought to pay towards his expenses. We will suppose he is in line for nomination and is troubled about the raising of that money, and there comes to him a friend, a lawyer, who says I will loan you the money; he loans him the money, and there is a debt over the elected judge (supposing he is elected) to his friend for that money; later on the friend comes to him and asks to be appointed a referee or asks that some one whom he names should be a referee; that would be an unfortunate situation, would it not? A. Undoubtedly.

Q. And it is perfectly possible that that situation might arise? A. Anything is possible.

Q. And that is perfectly possible in the way business is done? A. I have no knowledge on the subject.

Q. I am not speaking from knowledge— A. No.

Q. I am speaking about that as being a possible occurrence. Legislation is advised on important possibilities or probabilities. That might very well occur, might it not? A. Yes, somebody may have an extraordinary power in securing a nomination for a man for that position, and he may come to him afterwards and ask him to do something; that would be another possibility.

Q. That is it, exactly; a man comes to the assistance of the candidate and raises either of the sums of money, \$5,000, \$10,000 or \$15,000 for him, and helps him to pay his contribution, that man has put the other under an obligation? A. I presume in the journey through life every friendly act has some question of obligation attached to it, but there is a great difference between honorable and dishonorable ones.

Q. That is it, and there are honorable obligations and likewise dishonorable obligations? A. Yes, sir.

Q. Is it not true, or have you noticed that there have been at times, criticisms in the community concerning the possibilities or the probabilities of judges having become obligated dishonorably, that has been discussed? A. I noticed the public are always keenly alive to every opposition that may be raised.

Q. Now, if a law of this kind were passed and enforced, would its effect not be to elevate the bench itself above the possibility of any such criticism? A. To relieve it from that particular criticism, yes, undoubtedly.

Q. Would that be a desirable thing? A. To any extent that the bench may be elevated to a higher plane than it occupies, of course, is desirable.

By Mr. Hoffman:

Q. I would like to ask whether you would apply the rule of no assessment that has been stated here with regard to judicial candidates, would you apply that to all candidates for political office? A. Yes, I think no candidate should be assessed.

Q. There is no reason if it is applied to judicial candidates why it should not be applied to all? A. I do not think there is any

reason to assess any candidate, as I understand the meaning of the word. I regard it the paying of a sum of money in consideration of receiving a nomination, and that is bad and evil, no matter whether the candidate is a judge or candidate for constable.

Q. I have employed it intending to refer to the legitimate expenses of the campaign? A. Your question as amended, of course, I cannot make as positive an answer to that.

Q. I mean it in that respect. A. What is the question?

Q. I ask whether there is any reason why other candidates for office should pay their legitimate expenses of the campaign any more than judicial candidates? A. I answered that to Mr. Moss that I believed it would be a good thing if all were relieved of doing it.

Q. You believe if one is relieved, all should be? A. I believe it would be well.

By the Chairman:

Q. You make no distinction as between judicial candidates and other candidates? A. I cannot see why any distinction should be made in the public offices as between one officer and another.

By Mr. Moss:

Q. Judge Scott thought it might be well to have the organization file a report, as well as the individual, stating what contributions and assessments, if any, had been made, in order to carry out the terms of the law? A. I heard that statement.

Q. And we ask you whether you have any definite views as to what legislation would accomplish that purpose? A. I have not given the matter any such attention as would entitle my views in that respect to any great weight. I think it is a matter of very great moment. I think one of the great difficulties about legislation is the general feeling that every change is a good one. Sometimes we know the evils of the condition in which we are, and we think if we assume or adopt some other condition we will escape these, and sometimes we escape the evils that we know of and rush into others that we have been ignorant of, so in a matter of that kind I would require some thought.

Q. It is for that reason we are anxious to get the views of you gentlemen? A. That is right, have I made them clear?

The Chairman—The committee is very much indebted to you for an explanation of your views, and are very much obliged to you for coming here.

MILES BEACH, called as a witness, being duly sworn, examined by Mr. Moss, testified as follows:

A. I was elected to the Court of Common Pleas in 1893, and passed into the Supreme Court under the legislation.

Q. I have the certificate of expenses of Judge Beach, from which I will read: Dated, November 14, 1893, to Richard Croker as chairman of the finance committee of the Democratic General Committee of the city of New York, for printing and circulating notices, books and other papers, previous to such election \$5,000; two other items bring the total up to \$5,062. I suppose, Judge, these represented all of the expenditures, whether made by yourself or by your friends, connected with that election? A. It did.

Q. Was that contribution made in pursuance of a custom that you understood to exist, or was it by request? A. I think some one said to me, I don't know whether it was Mr. Croker or some one, that my subscription to the expenses of the campaign would be \$5,000, and I went down there and paid it.

Q. Did you not understand that that was the general custom with reference to all candidates, including the judiciary? A. I have so understood.

Q. That is the understanding of the bench and of the bar, is it not? A. I cannot say for the understanding of others. I understood that a reasonable sum toward the expenses of the campaign would be paid.

Q. We have asked the judges their opinion about the proposition to entirely relieve the judiciary candidates from assessments or from contributions for election purposes and a number of the judges have expressed the same opinion as Judge Patterson did,

that it was advisable to absolutely relieve them; others have expressed the opinion that Judge Giegrich put into words that there was no reason why a judicial candidate should not pay his assessment like all other candidates or a contribution like all other candidates, and so we wish to get your opinion upon this matter, Judge? I think I should say to you, before you give an opinion, that this inquiry is made at the request of a large number of lawyers, and at the request of the Bar Association, the Chamber of Commerce and City Club, who have passed resolutions upon the subject. It is evidently the intention to propose legislation at the coming session upon this line, and, therefore, we have called upon the judges for their opinion. Now, will you give us your opinion upon that proposition? A. Well, it is a difficult question to answer, Mr. Moss. I have not thought of it. If remedial legislation is proposed in that direction, why, of course, the only way to do is to pass a prohibitive statute, but I know of no especial reason from my experience, why a judicial nominee should be relieved from payment of the proper expenses of the campaign, or his proportion, than any other candidate on the ticket. The judiciary and other candidates in public positions are public servants, and I can see no reason for making any distinction between any of them.

Q. The proposition is based upon the idea that the judicial character should be elevated above the character of all other public officers? A. I hope it is.

Q. That in all of the demands that may be made upon it—the point of the proposition is that it would be a relief to the bench, and would obviate a great deal of criticism and a great many queries if it were known once and for all that judicial candidates are entirely free of all obligations—financial obligations—concerning their election, and it was suggested in the testimony of one of the judges that a man, having the judicial qualifications, but not having the five, ten or fifteen thousand dollars, might go and borrow it from a friend, a lawyer friend, and then being elected would have to repay it out of his salary, and while engaged in repaying it might be asked for favors in the appointment of

referees perhaps, or in other matters by that friend, and to that extent would be under an obligation, that was given as a possible situation, and others were suggested; now, in view of such possibilities as that and of the discussion that there has been upon this whole matter, in the community for some years, do you not think it would be advisable to end the whole matter by relieving judicial candidates entirely from the obligation of the custom of making these payments or suffering assessment? A. It is so.

Q. There is reason in it, is there? A. There is some, most certainly.

Q. Do you think there is reason enough in it to make it advisable for the committee to propose such a bill, and for the legislature to pass such a bill, assuming, of course, that the phraseology is apt? A. Well, I would rather be excused from giving an opinion upon that subject, Mr. Moss, for the reason that I never had any such experience in my judicial life; it is a difficulty that I can not imagine that any supposed event, such as you suggest, any one making a loan or anything of that kind to a judicial candidate, would ever ask for favors of that description. I cannot imagine it.

Q. Yes. A. And then another thing, I cannot imagine any one who occupies the position of a Justice of the Supreme Court of this district being influenced by any such fact or happening of that kind in the administration of his duty.

Q. Then again, judge, it has been proposed, and proposed very warmly by Judge McAdam this morning, that the court would be greatly relieved, the profession benefited, and the community helped, if the present system of referees was changed so that instead of the judges being importuned to appoint men, and instead of criticism being raised about the character or professional standing of referees, that there should be on the other hand official referees, something like the old Masters in Chancery, who would take into their hands the references that are now given to individuals. Have you any opinion upon that subject? A. My opinion, whatever it might be worth upon that subject, is based somewhat, and must necessarily be upon facts occurring during

my experience. Of course, I am, as I presume every other justice on the bench is, subject to some requests for appointment of referees, and I have appointed a great, great many of them, and I think it is a tribute which I very willingly pay to the bar of the city of New York, that in the twenty years of my service upon the bench, and with the numberless referees whom I have appointed, who have had the custody and control of, I think I am warranted in saying millions of dollars, I never heard a complaint against one for malfeasance in office or recreancy from his trust.

Q. I think, Judge Beach——? A. Now, whether the old system, the old Chancery system of Masters in Chancery, or something similar to that, would be better or not I do not know, I cannot say if it would relieve me or not—if I may so call it—from any annoyance by requests, because I take all such requests as a matter of course, but certainly no request would induce me to appoint a man whom I did not know to be thoroughly competent for the performance of the duty.

Q. I have noticed, Judge Beach, that the character of the referees appointed by you has been well established. You had not many appointments in 1898, only five, but your appointees were Sidney J. Goodwin, John Delehanty, Rufus Hall and Henry W. Taft. I don't believe any member of the bar could take exception to the character of those referees, but it was suggested by Judge McAdam this morning that a great many persons have been appointed referees whose standing at the bar was not as elevated as the standing of these gentlemen, and he intimated, as I recall his testimony that their standing—many of those appointed being more prominent in political life than in the life of the bar—that perhaps that was the occasion for some of the talk that has occurred, and that was one of the reasons why he favored a system in which there would be appointed Masters in Chancery whose standing would be fixed and above criticism, either the question of their standing at the bar or on account of their political relations. Now, with that in view, have you anything further to say upon the proposition to change the system of referees? A. Well, of course, I have great respect for Brother McAdam's opinion,

but different judges have different temperaments on things of that kind, which makes them different. All I can say is that my experience with referees has been eminently satisfactory. You realize, I realize and those of the honorable committee who may be lawyers that it is not the mere appointment of referees, that is a comparatively small matter, but it is the fact that in many instances large sums of money, take the partition cases, two, three hundred, four hundred, five hundred thousand dollars comes into his custody and absolutely under his control, and, therefore, due care should be used and I presume is exercised; certainly it is by me, so far as I know and am able to ascertain by my brothers on the bench, to appoint the class of men who are perfectly reliable in that respect. That rests upon us. It is rather an onerous duty and responsible. Now, to change the system of appointing references to official referees you may say, or Masters in Chancery, I cannot see from my experience that it would be any improvement, because if a referee proves himself incompetent in the administration of his duties, all that the litigants have to do is to appeal to the court and he will be promptly removed and another one substituted, now that you cannot do with a Master in Chancery, or an official referee, he is in a position where he is not under the control of the court, these others are. It is one of those questions which perhaps cannot be determined without experience. Of course, the Masters in Chancery, went with the abolition of the old Court of Chancery. Whether that was one of the reasons for its abolition, or merger into the Supreme Court, I am unable to say.

Q. You speak of the possibility of removing an incompetent referee. I ask you isn't it a matter of difficulty to remove an incompetent referee, and before you answer the question let me suggest that the incompetence of a referee is most likely to appear in his rulings upon the questions that arise upon a trial. Isn't it a fact that the remedy against an incompetent referee is by an appeal from his judgment rather than an application to remove him? A. No, I hardly think so, if incompetency is glaringly shown. I have known of some instances, I don't say a great many,

because those instances are rare, but I know of some, where an application has been made to the court upon the minutes of testimony, and the rulings, and a substituted referee has been appointed by the court.

Q. It was suggested by one of the judges that as referees in foreclosure matters handle large sums of money occasionally, for instance where at one time when he made appointments one day that involved \$500,000 worth of property, he suggested that they were not appointed as guardians ad litem or as receivers are, and he advised that they be required to give a bond before handling the money, and suggested that that bond might be charged against the proceeds of the sale, it would not amount to much, it could be done through a trust company, and the money then would be absolutely safe. Do you share that opinion? A. I do not.

Q. You think referees may be left just as they are, unbonded as to the proceeds of property in foreclosure? A. I think so.

Q. That would be the same in partition would it not? A. Yes, sir.

Q. And often in partition cases the amount of money handled will run up into the millions of dollars? A. Yes, in some instances one or two million.

Q. Is it not a fact that there have been proceedings for partition in which the referees have handled one or two million dollars, absolutely without bond or security? A. Yes, often half a million.

Q. If that referee was a receiver, he would have to give a bond? A. He would.

Q. What is the difference between the two positions, is there any? A. No, possibly not.

Q. Why should we not relieve the receiver from the bond then? A. Well, a receiver really has more absolute control of the assets of an insolvent estate than a referee. The receiver is an independent officer, he sells and receives the corpus of the insolvent estate, he has no one particularly to watch him, and to stand guard over the proceedings, while in the case of a referee in partition there are usually at least a half dozen very clever and very bright

members of the profession who are keeping close track of all proceedings and close watch.

Q. Yes, that is true, I see the distinction you make, and what do you say about a guardian ad litem or guardian in a proceeding for the sale of an infant's real estate? A. There is very little actual money, Mr. Moss, that gets into their hands.

Q. They give bonds? A. They do give bonds.

Mr. Moss—I think that is all.

The Chairman—The committee is exceedingly obliged to you for your courtesy in coming here and giving your views.

The Witness—You are very welcome, I am very glad I came.

HENRY L. BEEKMAN, called as a witness, being duly sworn, examined by Mr. Moss, testified as follows:

I was elected to the Superior Court in 1894, and then passed from that to the Supreme Court.

Q. I have here the certificate filed by Judge Beekman, which contains, among other statements, the item "William R. Grace, chairman executive committee, New York City Democracy, contribution for the purpose of printing and circulating notices, books and other papers, \$3,500," and that, with other items, payments to newspapers, advertising, etc., amounts to \$4,097.17. A. That is a correct statement of all money paid by me.

Q. We want to ask your opinion upon the proposition to pass a law relieving judicial candidates entirely from assessment or contribution. I shall not take the time to put the matter before you in all its different forms, if you have heard the testimony you have the information. A. I think it is a desirable thing.

Q. Then further upon the proposition to change the present system of referees, I think in my questions to Judge Beach I succeeded in getting into your mind the same thought I gave to him, it will save the necessity of repetition. In view of all the consid-

erations expressed, what is your opinion upon that? A. It would depend a great deal upon the form that such a measure would take. In the first place, if we are to have official referees, by whom are they to be appointed? I call to mind that two years ago a bill was introduced in the Legislature, which did not pass, providing that a list of referees, consisting of some fifty of them, should be appointed by the Appellate Division, and that all references should be sent by the judges to some one or more of the referees so designated. That bill was strongly opposed by, I think, all of the justices; I know I opposed it very strongly because I thought it was improper. Among other things the subject of the Appellate Division—the strong efforts that would be made to give a political complexion to the selection of these referees. In fact I knew that was the object of that measure. It was stated to me that the reason for it was to secure to the Republican party a due representation in the assignment of references. Now, without going into that matter at all, or without reflecting at all on the motives of the people who drafted that bill, I think a bill based upon any such principle as that was entirely and utterly objectionable, that instead of removing the judges from political influence it was centering the influence of political organization upon the judges of the Appellate Division.

Q. Yes? A. Of course, we see the reason of it; there are two judges on the Appellate Division who are Republicans, the others are Democrats.

Q. You think there laid behind the proposition the feeling that Republicans were not getting a sufficient amount of consideration?

A. Yes.

Q. And that if the duty of selecting the referees devolved upon the Appellate Division the two Republican judges would be expected to see that the proportion of Republicans were on the list?

A. Yes, sir, I believe that was the purpose. I should say further in respect to that matter that the bill was strongly opposed by the Speaker of the Assembly, Mr. O'Grady, who was on the committee on rules, and he strongly opposed it on the ground that the legislation was bad in principle. I think he is worthy of the highest

possible commendation for the stand which he took in reference to the matter.

Q. Then how would you propose it,—we have not come to the question of the way of doing the thing, it is simply considering whether it is desirable to do it at all, if it is desirable to do it, if you think so, what method is better than the one you have just discussed? A. I don't know, I cannot say. I think an effort to make a selection of that kind where, of course, it would have to be through some public agency, I think that public agency would be opposed to the same influences. I don't mean to say those influences would be yielded to, but there they are. The pressure would be great. If you have a list another question would be, How extensive should that list be, and what should be the qualifications of the persons who are deemed worthy to be placed upon it? Who shall determine whether any particular member of the bar is duly qualified?

Q. Those questions could be considered in the details of the bill. I think the main question is, Whether it is advisable or desirable, and before you answer the question let me suggest to you that it would seem as if there were a danger that if the Appellate Division would be subjected to a political pressure, it must be that the individual judges are not without some knowledge, now is it so? A. I really cannot say, because I have never been subjected to the slightest pressure of any kind or description in that regard.

Q. If the individual judges are not subjected to that kind, why do you think the Appellate judges would be. A. Because here you have something worth while, worth a political organization's while to look after it. You see the project was to have only fifty in this great city, consisting of a couple of millions or more people, and we can see what an important office it would be to each one of the fifty.

Q. Is it a fact that prior to the introduction of that bill the distribution of references had so small a recognition to Republicans, or members of the Republican organization, that it was worth their while to apply for the passage of this bill so they could get what they did not have at special term? A. I think not. That is, of

course, I never have gone through the list of the referees appointed for the purpose of determining what their political complexion might be, but I do know, that a considerable proportion of the justices appointed referees without regard to what their political relations might be, and that, in a great many cases, Democratic judges have appointed Republicans. Of course, I say that for myself, of course, I never allowed a question of what a man's politics might be to influence me in the slightest degree, as the list of referees appointed by me will show, but I know of other of the judges who you might say are organization men, who have appointed Republicans. I know Mr. George C. Austin has been frequently appointed by other judges than myself, and James M. Varnum, now the surrogate, and some others.

Q. You are aware, I believe, that there has been more or less discussion of the political complexion of assignments of the bulk of the referees as appointed at special term? A. I know there has been some discussion, how extensive it is I can't say.

Q. Is there any practical way in your mind by which the situation can be relieved so as to make that kind of discussion inapplicable? A. The question is, whether the present system is mischievous in fact, that is a question of fact, and I do not think the Legislature should legislate upon unfounded charges, I think that is a bad method of legislation. They should first determine whether a mischief exists and then apply the best remedy they can.

Q. That is just what we are trying to do here. We have already had from one of the judges, not in response to a question, but from a free expression of his own mind, a statement that he believed it was an evil, that whether or not the facts existed, as alleged, it was clear that many of the referees were not as prominent in their profession as they were in political organizations, and that it would tend to the betterment of the profession and to the relief of the judges if this matter could be entirely taken out of their hands and placed upon some other body which would be more directly before the people and more responsible, the more easily reached by public opinion? A. I don't see how you are going to get any other body than a judicial body to do it, you

know there are certain constitutional rights which the court has that cannot be taken away. I find difficulty in perceiving the occasion for it, I don't think you would improve things at all by selecting any other body.

Q. That is what we want, your state of mind upon that proposition, I am sure the Legislature don't want to act without facts?

A. It is somewhat embarrassing for a judge to testify here in reference to a matter of that kind, owing to the fear that he may be misunderstood. I have no personal preference at all, it is nothing to me to appoint a referee, personally I should be perfectly satisfied to have what is termed the patronage of the court taken away entirely. The question is, how can the public interests be best subserved? But does there exist a sufficient cause for legislation on this question, and that can be determined by ascertaining whether it has been abused, and then the question arises whether you can apply a remedy which will not result in a greater hardship than that which exists. It is a very difficult question to deal with. I am strongly opposed to having a limited number of referees appointed from which the judges must take the referees, for the reasons which I have already stated.

By the Chairmn:

Q. Do you think there ought to be any provision that referees should give guarantee in partition and foreclosure suits, which might relieve the court from the risk of appointing them? A. I don't think it would be a bad thing to do that, provided you limit the amount, that is, in all cases where the amount the referee shall receive shall exceed a certain sum of money, but we have a large number of foreclosure and partition suits where the amount is very small and the people who receive the money are very poor, and of course, we cannot require a referee to give security without providing for compensation of the guarantor, which would be, naturally, a guarantee company. That would be another thing. Of course the court, I suppose, would pass upon the question of the sufficiency of the securities, but I don't think that would be any obstacle in the way, because I think the cases in which there have

been defalcation have been so small in proportion to the business, that it amounts to nothing. The referee has immediate handling of the money, but he is required to almost immediately pay the money out again and he has the attorneys for all the parties watching him all the while, and I am sure that it seems to have been an adequate protection. I don't want to say it might not be a proper thing for the Legislature to provide that where the amount which the referee shall probably receive on a sale the actual money which he will probably receive on a sale, exceeds a certain sum he shall give security, or the court may require him to give security.

Q. You think it might properly be left in the discretion of the court? A. Yes, sir.

Mr. Moss—I wish to say that these inquiries about the referee system and about bonding in foreclosure sales came up entirely upon the statements of the judges here this morning. Our intention was only to inquire about the matter of judicial assessments and contributions, but this other subject has crept up so we thought we would get the opinions on it? A. Of course, so far as the appointment of commissioners in condemnation proceedings the great difficulty there in legislation would be the constitutional provision requiring those officers to be selected by the judges. Of course I understand that question had been mentioned, but that, it seems to me, would be one of the difficulties in the way of that, but I have tried to give you the best of my judgment in respect to all these matters.

By Mr. Fallows:

Q. I want to ask you whether that difficulty, if it exists, with reference to bonding the referees or receivers, could be met by incorporating in the order appointing a referee or receiver a provision designating a depository, and that the checks should be countersigned by the judge himself. Couldn't that be done by a court here at the present time? A. Yes, I suppose it could, it is not the practice, but I don't see where there would be any legal

objection to it, the only trouble being now is that without legislative provision it would be rather a painful thing to do in some cases, with a man of very large responsibility and undoubted character and standing, to require him to make a deposit would be rather invidious, unless there was some provision in all these cases. I don't see any objection in cases where he actually receives money, of course in a very large number of cases the referee does not receive money at all, where the mortgagee bids in and there is a deficiency and the receipt of the mortgagee is equivalent to cash.

The Chairman—The committee thanks you for your courtesy in coming here and giving us the benefit of your views.

Mr. Moss—I read in evidence, at the request of Mr. Hoffman, the following from the Constitution: “The justices of the Appellate Division in each department shall have power to fix the times and places for holding special and trial terms therein, and to assign the justices in the department to hold such terms, and to make rules therefor.”

CHARLES H. TRUAX, recalled, examined by Mr. Moss:

A. I was elected to the Supreme Court in 1895 and ran the previous year, and was not successful, for the Superior Court.

Q. I will read from Judge Traux certificate upon the successful election: “\$25 to the Tammany Times for advertising tickets, \$1,500 to John C. Sheehan, chairman of the finance committee of the regular Democratic organization, known as Tammany Hall, for printing and distributing circulars and other campaign literature.” Was there any contribution made the year before, Judge? A. I spent about \$2,000; I don't remember, Mr. Moss, but there was no contribution to any political organization.

Q. And I suppose this certificate covers everything whether paid by yourself or friends, directly or indirectly. A. I covers everything I paid.

Q. Or that was paid for you? A. To my knowledge, yes.

Q. Now, Judge, as we have asked the other judges that have been here, we would like to get your opinion also upon the proposition to amend the law so as to prohibit the assessing, the making of assessments upon judicial candidates and making or receiving of contributions by them. Will you give us your opinion upon that subject? A. Well, Mr. Moss, I have not considered it, your subpoena came to me, as I wrote to the chairman, while I was on the bench. I had received your note just before I went on the bench, saying you would like to have me come up at twelve.

Q. No subpoena was there? A. No, when I said subpoena I made a mistake, your letter, and I received your letter asking me to come up about half-past 12. I did not receive the other subpoena, and when I got your note I did not know exactly what it meant. I just left the bench this very minute and came up.

Q. Is there any opinion you can give us, have you ever had an opinion in your mind upon this subject? A. No. I don't see any particular harm in justices contributing a small amount.

Q. Well, supposing the amount runs up five, ten or fifteen thousand dollars, do you see any harm in that? A. Oh I don't know, I don't know of any such case as that, Mr. Moss.

Q. Judges here this morning have testified to the payment of sums as high as ten thousand, and have intimated payments of even larger sums, as to which their memories were not quite clear. The suggestion that has been made by the Bar Association, Chamber of Commerce that the custom of expecting judicial candidates to pay sums amounting to some thousands of dollars is not a good one, and undoubtedly the Legislature will be asked to pass some law upon that subject. We have not thought it fair to leave it without getting the opinion of the judges themselves upon the proposition, so if you have an opinion which is matured in your mind sufficient to express, we will be very glad to hear it; if you have not that opinion this morning we will be very glad to get it later?

A. If it was a very large amount I should think it would be pretty hard on the judge, if he pays the same as the man who runs for governor, or any other office, a fair honest amount he ought to pay it.

Q. Do you think a judge should pay as much as \$10,000? A. Well now, what kind of a judge?

Q. Judge of the Supreme Court? A. That will depend on the man again, if \$10,000 was a small amount for him I can't see any particular reason why he shouldn't pay it.

Q. Yes, but it might be a small amount for him, but not to somebody else? A. Then he shouldn't pay it.

Q. But if by not paying it he violated a custom, he is putting himself in an embarrassing position among his associates and political friends, isn't he? A. I don't think so.

Q. Do you not think that the sum of \$1,500—that was the amount of your statement I think—is about the right figure, about what is fair for a judge to contribute, or a candidate? A. Mr. Moss, that is the amount that I contributed, I think if I had been asked for a small amount more I would have contributed a small amount, but I wasn't asked.

Q. Do you not think that \$5,000 is more than a person should stand? A. Well, I have not any opinion upon that, I would go back to the man again. If the man thinks it is wrong to contribute \$5,000 he ought not to give it, and if he gives it he ought not to squeal.

Q. I think that is sufficient. Have you any opinion upon the matter that came up in the testimony of one of the judges, whether the present referee system should be continued or whether there should not be a set of official referees? A. I have not any opinion. If the law says there shall be a set of official referees I will abide the law. If it does not, every referee that I have appointed in my eighteen years has been a good referee, Mr. Moss, qualified to do the duties I gave him to do.

Q. That is not the question, Judge. There isn't anybody here that is inclined to find fault with the referees appointed by any judge, and as I said before, this matter came up in the voluntary testimony of one of the judges; it was not in our original plan of inquiry, one of the judges suggested that there should be a change that would relieve the Court? A. Personally I wish I did not have an appointment if you want to put it that way.

Q. That is it exactly, and you would feel freer as a judge would you not without these appointments? A. I wouldn't have John Smith meet me in the cars and ask me to send him a reference, and have to ask him what his name was, if he was a lawyer, as I have done.

Q. There are a great many requests for appointments are there not? A. Yes, sir.

Q. Does not that tend to the degradation of the profession itself, when lawyers are running after judges, and having their friends run after judges, to try to get them appointed as referee. Isn't it injurious to the profession and unpleasant to the judges, and generally a degrading thing? A. I would hardly call it a degrading thing; it is an unpleasant thing to be compelled to refuse.

Q. It is an unpleasant thing to be refused too? A. I don't know.

Q. I presume it is? A. Well, I don't know, it's an unpleasant thing to be compelled to refuse.

By the Chairman:

Q. As I understand, from your personal experience, you have no occasion for making any change in the existing law? A. Personally, no.

Q. Based on your personal knowledge? A. Mr. Chairman, there have been many thousands of referees appointed in the last nineteen years, since I have been on the bench, by the different judges. I think there have been less complaints against the honesty of referees, than there have been against the same number of men doing business of any kind in the city of New York. A man who is appointed as a referee, usually hopes to get another, and he knows that if he does not do his duty right he won't get another; but, personally I don't care whether I ever have an appointment of a referee or not, only I want to tell you one thing, perhaps the Constitution of the State would prevent you from—or not you—prevent the Legislature from changing the law as it now exists. You may remember, or I saw in the paper this morning; that Mr. Justice McAdam referred to the appointment of com-

missioners on the appraisal of property, and he said there was the Constitution that would prevent any change of the law in that respect. By the original Constitution of this State the Supreme Court was continued with all of the power that the kings bench had in England on a certain day, and by the Constitution of 1846—and the Court of Chancery was continued with all of the power—by the way, they were not created in our first Constitution, they were simply considered as existing things, and continued. By the Constitution of 1846 which abolished the Court of Chancery, the Justices of the Supreme Court were given all the power that the Court of Chancery and the kings bench had at a certain day under the Constitution. Now, one of those powers inherent—or, we may say, for centuries exercised by the court of kings bench, was the appointment of certain officials, and it may be, I don't say it is the fact, but it may be you will run up against the Constitution.

Q. It was suggested that referees in foreclosure and in partition, where the amount is large, should be required to give bonds like other officers, have you any opinion on that? A. Well, if you are going to change our laws it should be to reach an evil. The fewer laws you have in the world the better for everybody, because you can remember them better and won't be so likely, for one reason, to overlook them and get in trouble. Now why should you make that law? Has any referee appointed in partition suit here gone away with any money? Has any referee in a foreclosure gone away with any money? If there has I don't recall it now, Mr. Moss.

Q. We are simply taking the proposition as made by one of the judges, it was not in the original plan of inquiry? A. I should say that would be a hardship on the litigants again, because it would compel the referee, either in partition or foreclosure, to give an undertaking; he cannot give it out of his own pocket, and it must come out of the pockets of the litigants, of course, the law would provide it should come out of the pockets of the litigants.

Q. It would come out of the proceeds of the sale? A. Yes, and it would be simply an expense, and I think as far as my ex-

perience shows an unnecessary expense. That is, you are seeking to cure an evil that don't exist.

The Chairman—The committee is very much indebted to you for coming here and giving us your views.

CHARLES F. MAC LEAN, called as a witness, being duly sworn, examined by Mr. Moss, testified as follows:

Q. We have been inquiring of the judges as to the matter of contributions for election expenses, and asking them whether in their opinion it was advisable to change the present system, and by legislation to provide against the making of contributions or assessments. A number of the judges have given their opinion upon that subject. The certificate of Judge MacLean in 1895 shows that he paid nothing in aid of his election. What ticket did you run on judge? A. Democratic ticket.

Q. And there was no suggestion made to you regarding the payment of any contribution? A. None.

Q. Did you recognize that there was anything peculiar or unusual about that? A. I wasn't asked to.

Q. You wasn't asked to? A. No.

Q. Do you know that it has been the custom to ask for and receive from judicial candidates contributions of money? A. I never participated in anything of that kind.

Q. Do you believe that it is better for judicial candidates not to contribute—not to be asked to contribute? A. I would not say that I have a belief on that, one way or another.

Q. You have not? I think, Mr. Chairman, that I have no further questions to ask Judge MacLean.

The Chairman—I want to explain to you the purpose of calling you here?

The Witness—I am pleased to comply.

The Chairman—In view of requests that have been made to the committee by the Bar Association, by the Chamber of Commerce, and the City Club, and resolutions passed by them touching on this question. In view of the fact that there was a bill pending in the Legislature last session to prohibit the payment of assessments or accepting contributions from candidates for judicial office, we were anxious to have the views of the judges of the courts on that particular matter, and it was with that in view that we invited you to call here and give your views, as well as those of the other judges. We regret having caused you any inconvenience, and are very grateful to you for coming here.

PART VII, SUPREME COURT, COUNTY COURT HOUSE,

NEW YORK, *Tuesday, September 26, 1899, 10.30 o'clock a. m.*

The committee met pursuant to adjournment.

Present: Mr. Mazet (the chairman), Mr. Wilson, Mr. Costello, Mr. McEwan and Mr. Hoffman.

Hon. GEORGE C. BARRETT, being duly sworn, testified as follows:

The Chairman—We have taken the liberty of inviting you to come here to give us the expression of your views in regard to this matter of assessments. I presume you have noticed in the newspapers that a number of gentlemen were here yesterday.

The Witness—I have.

The Chairman—And it is with the same object that we have asked you to favor us with your views on that subject.

The Witness—I will be very happy to do so.

By Mr. Moss:

Q. You are a member of the Appellate Division, are you not?
A. I am.

Q. And you were elected to the Supreme Court in what year?
A. Twenty-eight years ago.

Q. That was your first election? A. Yes, sir.

Q. Then again fourteen years ago? A. Fourteen years. Prior to that I was elected to two judiciary positions, one thirty-six years ago and one thirty-two years ago.

Q. The last time, fourteen years ago, on what ticket did you run? A. All of the tickets, except that of the Prohibitionists.

Q. Did you contribute to the campaign expenses of any of the organizations fourteen years ago? A. Not personally. The exact

facts were, that in the summer which preceded the fall election of that year, I gave a sum of money, I do not recollect the amount, but it was a moderate sum, to a friend, a legal friend, and instructed him, when the time came when I was nominated by the different parties, to use his own judgment and discretion with regard to utilizing such part of the sum as I gave him as he thought proper and just; to pay any little expenses that might attach to it, of a personal character, such as advertising or anything of that kind, and also to use his own judgment with reference to the matter. I heard no more about it until after I was elected. No one ever asked me for any contribution or suggested that it was expedient or desirable. I never had a word on the subject with any person connected with any organization. After the election was over my friend informed me that he had paid some of the little charges, and that he had made a small contribution to the Republican party—it is fourteen years ago, and I do not recollect—but I think it was something in the neighborhood of five hundred dollars. He also made a contribution to each of the other parties; and that he did it because he thought that, as I had no contest, it would seem penurious if some modest sum was not freely sent. He did it entirely of his own volition, and in the end found a small balance, which he returned to me, of the sum which I had given to him.

Q. Can you state, approximately, the amount that was given to the other organizations? A. I cannot.

Q. Did the fund amount to several thousand dollars? A. Oh! altogether—I cannot say; but I should think, my general impression about it is, that something more was given to the other organizations than was given to the Republican party.

Q. Was this friend a personal friend simply, or was he in political life? A. Oh, purely a personal friend; never in political life. Oh, no. He is —

Mr. Moss—I do not care to pursue that, judge.

The Witness—He is a man of high position and eminent character. He acted in an entirely confidential way, and what he did he did voluntarily. That is, no one came to him as my agent, as

it were. No one knew, I think, that he was my agent, or that he was acting for me. I simply entrusted it to him, to do what he thought a gentleman should do under the circumstances.

Q. At the time of getting these nominations, did you personally go to the headquarters of either of the parties, or to the leaders of either of the parties? A. No, sir.

Q. That was all done in some other way? A. Oh, the only person to whom I went was a gentleman whom I did not know and to whom I was presented by a judicial friend who did know him, and that was the late Hubert Thompson. I was taken to his apartments in some—I think the Worth House, or some such place; and I was introduced to him. He and I, if I recollect it, had never met, and he informed me that the other party, at that time, was to hold its convention prior to the time when his party would hold their convention, but that he would meet that; he wished to be the first to nominate me, and he would call, I think he said, his executive committee together to recommend to the convention my nomination, and have that done before the regular party nomination by the other party.

Q. The testimony of the judges yesterday showed a custom in the contributing toward campaign expenses, and the paying of money; and I would like to ask you if you have known of that custom, as a judicial officer of many years experience? A. Speaking for myself, I know that I absolutely contributed nothing at all thirty-six years ago. I contributed nothing at all thirty-two years ago; and contributed nothing at all twenty-eight years ago. The only contribution that was ever made, in my judicial life, was this which I say was made by a friend, and which was reported to me as having been a modest sum, made to each of the parties. As to others, I can only speak from hearsay.

Mr. Moss—I would like to have you speak from hearsay.

The Witness—With the exception of one direct incident which came to my attention, not with regard to myself, but with regard to another member of the judiciary, I am quite willing to speak on the subject.

Mr. Moss—We would like to have such information as has come to you from any trustworthy source.

The Witness—Well, I think it was two years ago that Judge Van Brunt was re-elected, and I went myself—oh, a considerable time before the election—I think probably six months—to the leader of one of the parties, Mr. Croker, and asked him to use his power to bring about or to help bring about the renomination of Judge Van Brunt, referring to his long and valuable services as head of the Appellate Division, and as a man we would be lost without. He very cordially received the suggestion and said that—without using his language, the fair paraphrase of it was that his services entitled him to be retained upon the bench as an old judicial officer of great value; and he then made the observation—and this brings me to the particular question to which you are calling my attention, which has been very firmly in my mind since, because it applied to myself as well—that a great deal had been said about contributions by the judges to political parties, and that in some instances, in many instances, it had been essential, to conduct the campaign by means of such contributions, as well as the contributions of others, but that at the present time, at the then present time, he thought the contributions made by strictly political candidates, and by public-spirited citizens who took an interest in the success of their party outside of politics, would be amply sufficient to conduct the campaign, and that no contribution of any kind, directly or indirectly, would be expected either from the presiding justice—and he was good enough to say, that if at any future time I was a candidate again—it would not, under any circumstances be expected from me. His words were a little different from that, but it was something to the effect that it would not cost him one penny or cost me one penny, notwithstanding all I might have heard on the subject of contributions. I was very happy to see, by Judge Van Brunt's affidavit on file, that the policy then adopted had been strictly followed, as he did not pay one penny.

Q. Was that suggestion made to extend to any one besides

Judge Van Brunt and yourself? A. That was all that was said at the time. That was all that was said.

Q. That in the case of Judge Van Brunt and yourself, if you should become a candidate for that position, no contribution would be expected? A. Yes, sir. He said that so long as the contributions from the political officers, and from citizens outside of the party—that is, outside of the organization of the party—would be amply sufficient to enable them properly to conduct the campaign, it would not be expected that judges who had been on the bench, as we had been, for years, should be asked to help to carry on the campaign.

Q. By contributions from public officers, did you understand that to mean persons who had been elected to or were holding office in the city government? A. Non-judicial officers generally; yes, sir.

Q. Who, because of their office-holding, would contribute to the party which had placed them in office? Was that what you understood? A. Not at all. Not at all.

Q. What was your understanding of that expression, "Contributions from the officers?" A. My understanding was that a person, for instance, who was a candidate for sheriff, or for county clerk, or some such position——

Q. You meant nominees? A. Yes, sir, I meant nominees. My understanding was that a contribution to help defray the expenses of the campaign from some such persons would be acceptable; and I want to say that the conversation that I have given you is the only conversation I ever had with any public man, any politician or person connected with politics, in my life, on the subject of contributions to an election.

Q. While you are speaking of Judge Van Brunt, I will quote from his certificate, under date of November 5, 1897: "I, Charles H. Van Brunt, a candidate, voted for at the general election held in the State of New York, county of New York, on the 2d day of November, 1897, for the office of justice of the Supreme Court of the State of New York, do hereby make and file the following itemized statement showing in detail all the moneys con-

tributed or expended by me, directly or indirectly, by myself or through any other person, in aid of my election. Nothing." This was sworn to before Justice Patterson of the Supreme Court. A. That is what I said when I said that the sequel of the policy not to ask a contribution from Judge Van Brunt had been seemingly followed.

Q. Can you understand why that should have been so in the case of Judge Van Brunt and yourself, and not in the case of the other candidates of the Supreme Court? A. I am not aware that a contribution from any candidate of the Supreme Court has ever been demanded. All I know on that subject is what you know and what I have read in the newspapers yesterday, and what I have read from the newspapers generally on this subject.

Q. The testimony was not that contributions had been demanded, but that the custom was so fixed and established that candidates felt impelled to make contributions, and if they did not make them they would have felt that they were under some odium or disgrace, or subject to some criticism for not having done it, so that in effect it amounted to assessments? A. I should not look on it in that light. One of my friends was once in the very position you speak of. No one had ever asked him for a contribution, much less suggested that his nomination depended on the contribution. He was freely nominated, accepted freely, had every indication of a successful election. There was not anything in the world to suggest to him that he should make a contribution, and yet he told me he thought he would. He said that if, under those circumstances, he allowed the campaign to proceed without making some contribution, he would be looked upon as shabby; that it would be shabby for him not to make some contribution; and that he was going to do it, just to show that he had the good of the party at heart.

Mr. Moss—That was a recognition of the custom.

The Witness—He made his contributions to the party every year, freely.

Mr. Moss—Every year while he was not on the bench?

The Witness—Oh, no, before he went on the bench. He was a party man, and loved his party, and would make his modest contribution annually to the success of the party, and he could not see why, because he was a candidate, he should refrain in that particular year from making some kind of a contribution.

Q. Exactly. Is there any custom among the judges to contribute annually while they are holding public position? A. I do not think so.

Q. You said that this conversation with Mr. Croker was the only one you ever had with a politician, or a political leader, on the subject of contributions. May I ask you what other conversations you have had with any political leaders, with reference to any other phase of the judicial office, or the judicial candidacy—matters of nomination or anything of that sort? A. Well, I have from time to time tried, in my humble way, to keep up the tone of the bench. I have gone out of my way to ask that good men be retained, men who had been in office, and who had done their work faithfully; and Judge Van Brunt is an illustration. I have no doubt that the result would have been the same whether I had made the request or not. But I felt, as a brother judge, that I ought to go out of my way a little to help to keep him in the honorable position he was in. I did the same thing with regard to my brother Ingraham and with regard to Judge Truax. I think that is all.

Q. Who did you see in the case of Judge Ingraham? A. In the case of Judge Ingraham I do not think I saw anyone. I think I wrote a letter to Governor Hill. I think I wrote a letter to Governor Hill stating his ability and his character and standing, and hoping that he would find it consistent with his idea of duty to appoint him. I had nothing to do after he was appointed. He was appointed by the Governor to fill the vacancy occasioned by the death of Judge Brady.

Q. That was a communication by one public official to another? A. Yes, sir.

Q. In a matter which lay strictly within the line of official duty of the governor; and that is all that occurred in the case of Judge Ingraham? A. That is all. After that there was nothing to be done. The fact that the governor, a Democratic governor, appointed him, and he was a man of character, and one of our ablest judges, rendered it almost a matter of course that the party convention would ratify the governor's nomination by nominating him; and there was nothing to be done; nothing necessary. It was taken for granted, and came about just as I hoped it would.

Q. Who did you see or communicate with in the case of Judge Truax? A. Mr. Croker.

Q. Was that prior to his last election, or prior to his unsuccessful candidacy? A. Both times, I think. The first time I am quite sure. I am quite sure. And when I saw Mr. Croker, it was—that was objective, as the leader of that particular party.

Q. You went to him as the leader of the party, recognizing the machinery through which nominations are made? A. Well, recognizing the person who has the most, or the largest influence and power in the party, and others, too; other parties.

Mr. Moss—We will come to that in a moment.

The Witness—I tried to induce my friends of the reform party, some of them; I tried to induce them to carry out the principle which they were advocating, of retaining on the bench faithful judges who had done their duty faithfully for fourteen years; but it did not work. Judge Beekman was put up against Judge Truax, and he was thrown down, and then the next year he was elected without any serious opposition.

Q. The testimony of Judge Truax yesterday was that he had only paid \$1,500, while other judges were paying \$5,000 at about the same time. Have you any idea that the smaller amount of his contribution was based upon his long service, of his special fitness for the office, or was that about the right figure? A. I do not suppose that any indication was ever made to Judge Truax as to what would be the right figure. I suppose that Judge Truax contributed according to his means, and according to his sense of

propriety and fitness, without being asked. I suppose the others did the same. Some took a different view of what they ought to contribute from what Judge Truax did. I think Judge Truax contributed \$1,500 only, which he supposed would be considered a modest sum.

Q. Do you think that \$1,500 is as much as ought to be expected of a judicial candidate, if there be any custom in the matter? Do you not think that \$5,000 is a sum out of proportion to the situation? A. Well, I am opposed to the whole system.

Q. You are? A. Yes, sir. I do not think it ought to be fifteen hundred cents. I do not think it ought to be any money at all. I am opposed to the whole system; and I do not mean by that—I hope it is not from any shabby feeling about a disinclination to make a contribution to this party or to that party, but it is because of the principle that I think the judiciary—and I have always thought so, and it is getting deeper and deeper in my heart as I grow older—ought to be absolutely removed from the political arena and strife in every conceivable way that is possible, under our Constitution and law. Of course, we cannot have an appointment by a Governor, with the advice and consent of the Senate, because the Constitution says it must be by election. Very well. I do not see any reason why the judge who is put upon the ticket for an election should be in any different position from what he would be if the Governor had nominated him, and the Senate consented. Surely a contribution, then, would be corruption, and of course such a thing would be impossible; and I cannot see why it should be. I think the expenses of election ought to be paid—there must be some expenses, of course; but even the lesser expenses of our modern days—for they are very much less; in my time, during all my different canvasses, the parties had to print the tickets, and they had to hire the agents to stand near the polls and offer the tickets to the citizens. You could not do that without money. To-day the ballot is printed. Still you cannot have a meeting without some kind of a location or a hall, and you must pay for it. You cannot have a band of music without paying for it. You cannot distribute circulars and pamphlets without paying postage,

and all of that kind of thing; and it seems to me that the lessened expenses of our modern times could fairly be paid by voluntary contributions by those who are really interested in party success. If I were at the bar to-morrow, and not on the bench, and I were interested in a campaign, and I could afford it, I would send a check to the head of the party to help them along. Why not? All right! I do not know why the persons who are candidates for strictly political offices should not help to bear the expenses paid. I do not think that judges ought to at all. I think they ought to be consecrated and set apart. When a man goes into that vocation, which is second only to the vocation of a minister of religion, and devotes his life, or he ought to devote his life, to the sacred cause of justice, he ought to be set apart, and I think he ought to be relieved from those conditions which attach to the ordinary conflicts in politics.

Q. And on that line, do you not think it is unfortunate that the candidate for judicial position, or one interested in another, should have to go to a so-called leader of an organization to make arrangements to secure a nomination? Do you not think it would be a great improvement if that could be changed? A. If by making arrangements to secure nominations you mean pecuniary arrangements, that is horrible.

Mr. Moss—I am not speaking of pecuniary arrangements now. I am speaking about the arrangements that you mentioned, when you went to Mr. Croker in the case of Judge Van Brunt.

The Witness—Take my own case. I made no arrangements. All I did was to simply say, here is a man who has been on the bench all these years. He is the head of our court. In my judgment there is not in the State of New York a man so adapted to the position of presiding judge of that court. He has a great mind and a gigantic constitution, and he does an enormous amount of work. Can there be the slightest doubt? That is all.

Mr. Moss—That word “arrangement” was not, perhaps, the best one.

The Witness—It was simply a consultation, and one that was, as I say, received at once in a way to indicate that if I had not gone there at all, the same idea was in the other man's mind as was in my own.

Mr. Moss—The point of the question is whether this is not an unfortunate thing, that the nomination of a man so eminently qualified as Judge Van Brunt, and so free from all reproach, should have to be obtained by going to a man not in public life at all, but simply the head of a political organization.

The Witness—But he does not have to.

Mr. Moss—Well, it was the best means of securing the nomination that occurred to you, was it not?

The Witness—It was the best means of ascertaining that it was going to be done.

Q. But, however we put it, is it not an unfortunate thing that the conditions are such that the nomination of an eminent man like Judge Van Brunt should be in any way connected with an approach or a solicitation of that kind? A. Well, I don't know. If it was as it is in the State of New Jersey, and the Governor had the appointment, and the custom was to reappoint every seven years a respectable judge, I cannot see anything even unwholesome in the slightest degree, or indelicate, for a man in public life to go to the Governor, and say: "Governor, I suppose there will be no opposition to the appointment of such a judge?"

Q. It would then be dealing with an officer, the highest in this State, a constitutional officer? but Mr. Croker is not. A. Mr. Croker, as the leader of his party in the county, is the power, and in going to him and saying, "Do you not think this gentleman merits recognition?" You are simply doing a practical thing which any man of the world would do. When you have ascertained that he takes the same view, you bow and return and report, and the thing is ended. There is no difficulty about it.

Q. I agree with you that that is the practical thing to be done,

the important thing to be done, and the thing which has been done, and will be done, because of the custom and the conditions. But is it not unfortunate that the conditions are such, and that the custom is such, that the highest judicial officer of this county, and the most eminent man for that position on the bench, or at the bar, should be the subject of discussion or solicitation, or whatever we may call it, with Mr. Croker, not a public official, and not a man of any knowledge of legal attainments or judicial accomplishments? Is it not unfortunate that the situation is such? A. It would be more ideal if it were left to the bar, or if it were left to the Governor.

Mr. Moss—That is what we want to get from you.

The Witness—But whether one goes to the leader of the party, or walks into the convention of the party and expresses a hope that they will appoint an eminent and good man, it seems to me to be merely a question of degree. It is relative. I could not, for instance, with propriety, go to a convention and say a good word—an unnecessarily good word, even—for a candidate; but I can see no particular objection to asking any one who has influence and power to use it to renominate and re-elect a man who is deserving.

Q. Do you think that Mr. Croker has any qualification in himself that would make him a fair judge of the judicial character, of the fitness or the eminence, of the gentlemen of the profession, upon the bench? A. Really, I do not think I ought to express an opinion on that question.

Mr. Moss—Very well, I do not press the question.

The Witness—I am not a mind reader, or a judge of character.

Mr. Moss—Only as you are a man who has been observing things, and Mr. Croker is perhaps as prominent a man as we have in the city and who has more power, as he said himself, than anybody else.

The Witness—I should say if the Constitution and laws and customs permitted it, I should prefer to leave it to Mr. James C. Carter, if that is what you mean.

Mr. Moss—Your testimony is that it is not an ideal condition, and that will do for the present.

The Witness—No.

Q. I want to call your attention to the testimony of Mr. Croker, which I think I can fairly summarize. He said that he was the leader of his party, and perhaps the most powerful man in the city, but he said that the judicial candidates were selected in the meeting of the district leaders; a leader for each district; that he had his preferences, of course, but they would meet together as a body of leaders, and determine the fact as to the judicial candidate. And then we went over the list of district leaders with Mr. Croker, who were made by this system the judges of the character and fitness of judicial candidates, and the arbiters of their destiny, so far as the bench is concerned. It will not be necessary to name over these district leaders, as I do not want to call attention to them now; but do you not think that it is far from an ideal system, when the judicial character and eminence has to be passed upon by a gathering of that sort, and when the nomination has to be determined by the voice of such a gathering as that? A. The only answer I can give to that is, that after a long life, and somewhat thoughtful in regard to the condition of affairs here, I am still a believer in universal suffrage.

Mr. Moss—I am not speaking of universal suffrage disparagingly.

The Witness—This very thing you speak of is the direct product of universal suffrage, and if you can tell me of any other way that it could be done better, I will be only too happy to agree with you.

Mr. Moss—I am venturing to ask you, as one who has given his life to the bench, to the judicial office, whether you know or can

think of any better or more ideal arrangement than that which now exists?

The Witness—Most decidedly.

Q. What do you think is better? A. An amendment to the constitution.

Q. What would that be? A. It would change entirely the system of election of judges, and remove the judges absolutely from the purview of political life. Precisely how that should be done, I am not prepared to say. There have been times, particularly after reading Mr. Rufus Choate's great speech in the Massachusetts convention on the subject, that I thought the ideal system would be that the President should nominate and the Senate confirm, the Governor nominate and the Senate confirm, and for life. I have had misgivings about that. I have thought that it was a very good thing that we judges were brought face to face with the public once in a while. I think it did me good fourteen years ago, that I had a shake up.

Mr. Moss—It was not a very hard shaking up.

The Witness—No; but it is always a shaking up until it is settled. I have thought that it was a very good thing that I had to render an account of my stewardship to the people, and see whether they thought well of it; and it gave them a period when, sometime or other, they could say, "We have had enough of you," or "We like you." I think so. I have often thought of it. Whereas, a judge who is there for life, and cannot be removed, except for some evil conduct—sometimes he is a little more than independent. The tendency of human nature is to make him tyrannical. I am not prepared to give an opinion as to which of the two I like best. I think on the whole I should prefer the good long term, with epochs when the judge must come before the people, and show how he has conducted himself, and how he is likely to conduct himself for the next fourteen years. As to election by the people, whether we would have a better class of

men if the Governor appointed and the Senate confirmed, is an open question. I am inclined to think, on the whole, we would. And yet there are times here when the people show that they are discriminating and that a man who has not conducted himself as he should will be overthrown. So that, while I admit that the system is not ideal, I see that it is the direct product of universal suffrage, because who are these district leaders? They are people who are elected at the primaries, as I understand it. Elected by the people at the primaries, and once they are elected they formulate the plan for nominating. Who else is to do it?

Q. By the people of one faction making the nomination for that faction? A. That is so; and by each faction the same way. You have the primaries and district leaders, and assembly leaders, and they formulate the plan. There is one leader of all. If one leader falls another comes up. We had Mr. Kelly before Mr. Croker, and Mr. Tilden before Mr. Kelly, and so on. It is not an ideal world, and I would like to improve it, and I have done my best to do so.

Q. When, in connection with that system of nominations, there is the custom of large contributions by candidates, it becomes very much worse, does it not? A. I entirely object to that.

Q. That is one of the reasons for considering it a very bad system? A. That can be met by legislation, without an amendment to the constitution, and a piece of legislation which will so far take the judiciary out of the arena of politics as to say that no man shall be asked to contribute, and that no party shall receive a voluntary contribution, will meet it. But as long as that is not there, men will be asking themselves the question whether, although they have not been asked, and although they are not at all sure that anything is expected—they will be asking themselves the question whether their neighbors will not say they are shabby fellows if they do not do something for their party.

By the Chairman:

Q. You do make a distinction between candidates for judicial office and others in that respect? A. I do. I do not see why a

candidate for other offices should not help to pay the election expenses. Otherwise the election will fall sometimes. If public spirited citizens, who have no interest except the interests of good government, do not come forward with their money, you cannot have a hall or a band, or print anything. There must be something spent; but I do not think the judges ought to be asked to expend a penny. I know what they say. They say that the judges ought not to be treated on any different plan from the political officials, and there is where I think the whole thing is fallacious. I hope I am not too ideal about it, but I do think that a man who goes on the bench with the idea of administering justice should be withdrawn, just like a minister of the gospel should be withdrawn, from the strifes of politics, in every conceivable way, directly or indirectly, and he should consecrate his life to that one pursuit; and for that very reason he ought to be retained until he has ceased to have the vigor to pursue it.

By Mr. Moss:

Q. What other political leader of the Tammany Hall organization, or of any other organization, have you seen or communicated with in regard to any judicial nominations? A. I think I have had conversations with Mr. John Kelly before he died. He was a friend of mine, and I used to meet him quite frequently. He would speak generally on the subject. But since Mr. Croker has been at the head of affairs in Tammany Hall I do not recall—I do not recall of having spoken to anyone upon the subject.

Q. Have you sought a Republican nomination or indorsement for any other gentleman upon the bench, or for yourself? If so, through what means? A. I have, for Judge Van Brunt.

Q. Whom did you see in that case? A. I saw Judge Cohen.

Q. Is he the only person with whom you communicated in the matter of Judge Van Brunt, on the Republican side? A. He is the only one. I asked Judge Cohen to communicate with his party leaders, and to say to them what I thought he ought to say.

Q. Do you know whether he communicated with any individual party leader, and if so, who it was? A. I think he communicated

with all of them. When I say all of them I mean a great many of them.

Q. Will you name any of them? A. I think he saw Mr. Platt. That is my impression, that he saw Mr. Platt, and Mr. Frank Platt. I think he saw Mr. Gibbs. I think he saw Mr. Quigg. This is a mere impression. This is a mere guess.

Q. You left that to Judge Cohen, and you expected that he would communicate with those gentlemen? A. I expected that he would communicate with those persons who had the power to bring about the courtesy and the compliment of a nomination or an indorsement of Judge Van Brunt, so that he might say in his old age, as I have been able to say, that he was nominated and elected by all the parties. I thought that was due to him; and Judge Cohen's reply to me was that everybody else thought the same thing, and that he believed that he would be unanimously elected, and that he would be indorsed by the Republican party, on the principle that I have suggested.

Q. Did you do the same for Judge Truax? A. No. No, I did not.

Q. Have you made, or caused to be made, any communications or any statements, to any Republican leaders in behalf of any one this year, looking towards the coming election? A. Yes, I have. I have about myself.

Q. To whom and how? A. Well, Judge Cohen again. I told Judge Cohen that I hoped—I had been twenty-eight years ago elected by the Republicans and the Apollo Hall Democrats, and fourteen years ago I had been elected by the Republicans and the County Democracy and Tammany Hall, and I hoped my administration of the office during those twenty-eight years had been such that the Republican party would not feel that it could not do for me now, in the last decade of my judicial life, what it had so generously done during the last twenty-eight years, and what the result is I do not know.

Q. And in those communications with the leaders of the two parties you have certainly followed the machinery or the means that are recognized as being the methods? A. Certainly.

Q. Or furnishing the way of securing these nominations or indorsements? A. Certainly; or, rather, presenting the claim.

Mr. Moss—Which you have already spoken of as not an ideal system.

The Witness—It is not an ideal system.

By the Chairman:

Q. Have you any views to express on the present system of references and any suggestions to make as to any improvement in that matter? A. Yes; I should be very glad to do it.

The Chairman—We should be very glad to have you do it.

The Witness—That is a somewhat delicate and difficult subject. I think I might premise by saying that if there is any practical way by which patronage, so-called, of that kind—indeed of every possible kind—can be withdrawn from the judicial functions, it would be an exceedingly good thing. There is this to be said, however, about references, that apart entirely from the question of giving a power of that kind to the judges, references as such have become very burdensome. Now, I am speaking not so much of the patronage of references as of references generally. It is a very serious thing for two parties who have a controversy on the calendar of the Circuit Court, or the Trial Term, for instance, involving perhaps a thousand dollars, to think of referring it. It would be a great blessing if we could induce the suitors to refer half of the cases on the calendar. Our calendars is in a dreadful state. We are two years behind. We have all the judges we can get from the country and the city; and still the waves of the sea are falling over us. More cases are brought. Litigation is prevalent, and there we are. Now, if we could do something to induce people to remove their cases to the arbitrament of referees it would tend to reduce the calendar and give us a chance to get even. But how can they, unless it is some gigantic case, involving a large amount of money? It is a very serious matter. The fees of a referee, and worse than all, the fees of the accompanying stenographer—

Mr. Moss—Yes, indeed.

The Witness—(Continuing) If you are going to have a board of referees, I should suggest a board of stenographers, too. If a case involved a thousand dollars, and the two people go before the referee, and the stenographer, what becomes of the thousand dollars in six months? They stay with the judge and jury, where it costs nothing. The result is the case remains on the calendar. Of course it is a pretty serious problem what to do about that. If you have a board of referees are they to be salaried and paid by the county? You have that awful burden put on the taxpayers. Or shall they be under some inflexible fee bill? Or shall they be salaried and receive fees to be turned into the treasury to pay them the salaries. These are questions which are floating through my mind, and I am not clear as to what would be the best thing to be done, except to think hard about it. I think something ought to be done. That is, so far as the referee system is concerned. I think it would be a good thing to have a board of referees in the nature of masters in chancery. I saw some gentleman yesterday said that it might result, if we had, for instance, a board of fifty referees, in some favoritism about the fifty, or about a number of the fifty, and some one might get more business than another, etc. I should think that could be all provided for by having a provision that the judge should refer to a referee, not naming him at all, and that it should go by rotation; that the clerk should have the list before him, and as an order came in, puncture the name, and then take the next in order, and let it all be a matter of lottery and circumstance, so that nobody chooses the referee, and the judge could not. Then pay them fair fees, or by a modest compensation. There are plenty of men, good men, too, who would be glad to take the position, and it might result, if there was no expense attached to the trials, in people bringing quite a large number of cases before them, particularly if you had a board of official stenographers as well, who should be paid by the county. I should think that might well be done. It is a great burden on suitors to have to pay these enormous bills for stenographers, and the stenographers are not to

blame. People talk about it as though the stenographers were grasping. They are not. They work and work hard. They charge so much, their per diem and their ten cents a folio, and it is little enough. But if people go on talking, as I have been this morning, it comes to a large sum of money in the end, and that is all we have got.

Mr. Moss—I think we are all willing to pay for the expense of transcribing your testimony.

The Witness—You are very kind. But there it is. Then as to the patronage proper. Why, of course it would be a good thing for the judges themselves, as well as the public, if they were relieved from the necessary importunities with regard to references. I do not know whether there are any political importunities or not. There are personal, of course. I have been in court all these years, and I never was a month in Chambers that I would not receive a dozen or twenty letters from members of the bar, some friends, and some not friends, all kinds of people, asking me to put them, as they would call it, on my list and give them a case here and a case there. With all that, I never was asked in my whole judicial life, by a politician, to appoint a referee, except one, and that was in the case of my good old friend who is now gone, John Kelly, who once did give me six names on a list, and ask me if I could do something for them. I looked them over and said, “I am very sorry, but they are not up to the standard,” and so I did not do it. I have never been asked by anybody connected with any of the organizations, but I have had an immense amount of personal importunity from personal friends, and perfect strangers, and I have tried in making the appointments to act as though I recognized the fact that I was elected by all the parties. I have never in my life inquired about any man’s politics or anything of that kind. I have appointed them indiscriminately, as I thought best. I do not mean to vaunt or to take to myself any glory over anybody else. I have no doubt my brethren are doing the best they can, but they ought not to be importuned. To appoint someone and he thinks you did it because he was deserving of it; he was

a good man; he was under no obligation to you; you have only done what you ought to. If you refuse some one, he is your enemy; he thinks you did not recognize him. So there you are. It ought to be entirely removed, if it can be, and it can be, by some such system as a board of referees. I was inclined to avoid it. I did not wish to say anything which would be disrespectful or unkind to my brethren who were receiving this patronage. In the Appellate Division we have none, and I do not want to act in such a manner as to indicate now that I have no patronage myself, that I was quite willing it should be taken away, so I was silent, and yet in my heart and head I believe it would be a good plan, and I am quite sure that the judges themselves would be glad of it, in the end, and perhaps would be glad of it now.

The Chairman—Is there anything farther?

Mr. Moss—Nothing farther.

The Chairman—The committee thanks you for coming here and giving us the benefit of your views on these matters.

The Witness—You are very kind. I only got your note late last night. It has been a great pleasure to come here at once.

Hon. RUFUS B. COWING, being duly sworn, testified as follows:

Examined by Mr. Moss:

Q. You are one of the judges of the Court of General Sessions, are you not? A. I have that honor.

Q. You were elected in 1892 for a term of how many years? A. Fourteen.

Q. You were elected prior to that to the same bench? A. In 1878, I think it was.

Mr. Moss—Yes. I read from the certificate of Judge Cowing, dated the 12th day of November, 1892, as follows: "I paid to

Richard Croker, the chairman of the finance committee of Tammany Hall, \$5,000 to help to defray the legitimate and legal campaign expenses connected with the election of the county ticket of the Democratic-Republican organization in the State election; and which I am informed was so expended." I suppose this represents all the money that was contributed in any way, directly or indirectly, as stated?

The Witness—Yes, by me.

Q. By you or by your friends? A. Or by my friends, so far as I know.

Q. Were you the candidate of the Democratic-Republican organization alone, in the year 1892? A. No, I think I was nominated by both of the great parties which divide the political opinion of the country, the Democratic and the Republican.

Q. You made no contribution to the Republican organization? A. No, I did not.

Q. What is the salary of the judge of the General Sessions? A. \$12,000 a year.

Q. And what was it of the Supreme Court in 1892? do you remember? A. My best recollection is, it was \$17,500, but I am not positive.

Q. Yes; the same as it is now? A. The same as it is now.

Q. What were the expenses of the previous campaign of 1870?

The Witness—At the time I ran first?

Mr. Moss—Yes.

The Witness—I am very glad you have asked me that question. It will take quite a lengthy explanation, but if you will allow me I will give it just as it took place.

Mr. Moss—Certainly.

The Witness—I have had the great honor of being elected judge twice, both by the choice of the two political parties which

divide public opinion. The first time I ran I was nominated by the Republicans, and also by the Democrats, or one faction of the Democratic party. Both organizations, after my nomination, which, by the way, came unexpectedly to me—I had not expected to be nominated until I was nominated; I did not know that I was to be nominated; after I was nominated both of the organizations, the Democratic and the Republican, sent to me for a contribution. After thinking the matter all over I sent a contribution to my own party, the Republican party. I paid them \$5,000 voluntarily. It must have been voluntarily, because I did not know that I was to be nominated until after I had received the nomination. I sent them \$5,000. The next time I was nominated again by both of the political parties which divide the public opinion of this county, the Democratic and the Republican, and I sent the other side \$5,000. I thought I would equal it up. So that, while my own party has not suffered—I paid them just as much as I paid the other, but one got it on the first nomination and the other got it on the second.

Q. A difference of fourteen years between? A. A difference of fourteen years between them. I thought that was the fair and equitable thing to do and I did it in that way; and then what influenced me more in not sending one to the Republican party after I was requested to do so, I went and saw the various candidates who had been nominated by the Republican party, to see what they had contributed, and they all gave me to understand that they were running on a forlorn hope, and they had not and they did not intend to contribute a penny, and therefore I saw no reason why I should be taken out of the category, and I didn't contribute anything.

Q. Did anyone suggest to you the making of this contribution to the Tammany Hall organization? A. No, sir, nobody, directly or indirectly, named any sum or any amount; neither did I agree to pay any sum or amount; nor do I think anyone knew what it was; and I paid it out of my own pocket, without any assistance from anybody.

Q. Did you understand it to be the custom for judicial candidates to make payments? A. Yes, sir, I understood that judicial candidates did make contributions. I understood all of them did, with rare exceptions. That is that the rule was that all made them with now and then an exception.

Q. You contributed this \$5,000 before the election, I suppose? A. Before the election, oh, yes.

Q. So that, if you had not been elected you would have been out the \$5,000? A. I would have been out the \$5,000, yes, sir.

Mr. Moss—I call the attention of the chairman to that fact, which was not clearly brought out in the testimony of the witnesses yesterday. These contributions were made before election, and if the judge failed of election, his \$5,000 was gone.

The Witness—It would hardly have been possible in my case. I was nominated unanimously.

Mr. Moss—In your case it might have been different, but if he is elected he has the salary out of which to recoup himself; and that may give rise to considerations which did not come out in the testimony of the witnesses yesterday.

The Witness—Out of 280,000 votes, in round numbers, I polled 270,000, the largest vote that has ever been polled in this county. I believe it is the largest.

Q. I might have put this same question to each of the judges yesterday, but I did not think of it. But did it not look something in the light of taking chances as a judicial candidate, like any other candidate who pays an assessment or contribution before election? A. Life is made up of taking chances.

Q. Yes; and this is one of them? A. That is one of them.

Q. As I asked Judge Barrett so I will ask you, did you see or communicate with any political leader with reference to your nomination in 1892? A. It was so unanimous that I think I must have communicated with hundreds. It seemed to be the unanimous desire and wish of every person I met, on both sides,

that I should be returned. It was a great honor and I appreciate it. So that I was talking, I think, previous to my nomination, with more persons than I could enumerate.

Q. Then there is not in your mind any special conversation or communication with any party leader? A. No, there is not. But generally with all on both sides.

Q. How was it in 1878? A. 1878 I did not know that I was to be nominated, so I had not spoken to anybody about it. I was nominated unexpectedly to myself.

Q. Do you think favorably of the proposition to legislate against contributions and assessments on judicial candidates? A. I certainly do. I think it would be a step in the right direction, and I think it would be—I fully agree with Judge Barrett's admirable address before this committee, in full and in detail. I heard the whole of it and I think I could adopt pretty much all he said, and acquiesce in it.

By the Chairman:

Q. Is it your judgment, as it was his, that there ought to be a distinction made in respect to candidates for judicial office? A. No, I go a little farther. I think the purpose of the election is to get men of merit—because they are competent and honest. I think the rule of making persons pay subscriptions applies to every office which is elective by the people; every office.

Q. You do not make any distinction? A. No distinction.

The Chairman—We thank you very much for your courtesy in coming here.

HON. WILLIAM J. GAYNOR, being duly sworn, testified as follows:

Examined by Mr. Moss:

Q. You are one of the judges of the Supreme Court in the Second Department, are you? A. I am.

Q. In our investigation into the Ramapo matters statements were made—we saw them in the papers and inquired more carefully about them—that in the Board of Public Improvements, Mr. Grout, opposing the Ramapo proposition, informed his brethren of that board that a gentleman of Brooklyn had been offered the position of president, and a block of \$50,000 worth of stock. As I say, we have been inquiring into that statement, and information that has come to us has led us to subpoena you and require your presence here, in order that we may ask you whether you are not the gentleman who was offered the presidency and the stock. Will you answer that question? A. Well, I have had conversations with Mr. Grout on a topic like that and it may be that he referred to me.

Q. If that is so I shall have to ask you to go into it a little more in detail. Was any proposition made to you on behalf of the Ramapo Water company to become its president, at any time?

A. This is a thing that occurred, if it is what Mr. Grout alludes to, in 1893. At that time the person in control of the company did see me in regard to the subject you speak of.

Q. Who was that person? A. His name is Lamont.

Q. Was it Charles or Horace, do you remember? Was it the father or the son? A. It was an elderly gentleman—C. A. Lamont.

Q. What did he say to you? When did this first occur? I will put that question first. When was this proposition first made to you?

The Witness—It was wholly a private transaction. I held no office at the time. I do not attach any wrong to it at all, but if it is necessary for me to state it I will tell all that occurred.

Mr. Moss—We think it is necessary.

A. Mr. Lamont in 1893, I should say, beginning about in June, came to me I think four separate times and asked me to give my aid and influence to the company to get contracts with the city of Brooklyn, or the city of New York, or both, to furnish

water, and he did offer me the stock. I refused to take the stock or to go into the matter. I told him I did not believe in the city changing its policy of owning and controlling its own water plant. He saw me I think four times, and used some persuasion. He told me that they had got or were getting at that time a man of large influence, whose name he mentioned.

Q. How much stock did he offer you? A. I told Mr. Grout of this transaction, and if he says \$50,000 that is probably correct. My unaided memory at this time would not enable me to say.

Mr. Moss—He said \$50,000.

The Witness—His memory—I told Mr. Grout the whole transaction. I did not regard this as any secret.

Q. Was the stock made out in your name or was it in blank?

A. My recollection was that it was made out in the name of somebody else and then indorsed in blank.

Q. Do you remember whether it was made out in the name of Mr. Lamont? A. Well, I would not say. I would not venture to say in whose name it was made out.

Q. Was the stock placed in your hands? A. It was there, but I never had my hands on it. Never touched it. It was taken away by Mr. Lamont. The stock was offered. Without any price.

Q. Who was the prominent gentleman that Mr. Lamont told you had been got into the company? A. Well, I notice there is a disposition to blame private citizens who might have connected themselves with the company, and unless I were absolutely required to name the man I would not do it, because I should regret hurting him or humiliating him in the community.

Mr. Moss—Judge, so far as that is concerned, every man who has been named or who may be named in connection with this company will have the privilege of this chair, to make any such statement as he pleases about his connection with it; and I assume that the people generally suppose that a company that is organized for business will try to do business. I think under all the circum-

stances we should ask Judge Gaynor to give us that name, Mr. Chairman.

The Witness—Will you allow me to state my view of it?

Mr. Moss—Certainly.

The Witness—My view about it is this: If those whom we put in office change the ancient policies, ancient as the existence of Rome, of large cities owning and supplying their own plants and supplying themselves with water—if officials change that policy, I do not say that it is wrong for individuals to try to get the contract that is going to be let out to individuals. For that reason I should be reluctant to name anybody here. People might think that there was some wrong attached to their connection with it. I would not name them.

Mr. Moss—The only object of getting the name is that we may continue the inquiry. The inquiry, as you see, is directed to the officials who undertook to make this contract; and in order to follow those inquiries it seems to be necessary to get the names of those who have been prominent in the company and probably had communications. It is with that view only that you are requested to give us that name.

The Witness—The name of the man has been mentioned here. If you want to call him as a witness I would not mind giving you his name privately. I do not wish to mention the name publicly.

Mr. Moss—Very well, that will be agreeable, I think.

The Chairman—I understand at that time you were occupying a very prominent position in connection with your interest in the water company, defending the interest of the city, or preventing the city from making a contract with the water company?

The Witness—I had just before that prevented the city of Brooklyn from purchasing the Long Island water supply.

The Chairman—I presume it was largely owing to your active public work in that respect that these people came to you to interest you in this matter?

The Witness—Well, it may be that is so. I would not say.

By Mr. Moss:

Q. In what year was the action brought to restrain the authorities of Brooklyn from entering into the arrangement which was proposed with the Long Island Water Supply Company? A. I think it was brought in 1890, and of course consumed some time.

Q. That was the action of Mr. Ziegler, was it not? A. Yes, sir.

Q. When was it completed? A. I think that year.

Q. In 1890? A. Or 1891.

Q. And it was through that action that the authorities of Brooklyn were prevented from consummating the arrangement with the Long Island Water Supply Company, was it not? A. Yes, sir.

Q. And within one or two years from that time this offer was made to you? A. Yes, sir. I do not want to intimate that, being a private citizen, he did not have the right to make the offer.

Q. I think we have got your view of that, and there does not seem to be any reason to dissent from that view. You say that there were four interviews with Mr. Lamont. At which one of those interviews was this stock offered? Can you recollect that? A. That I could not say.

Q. Did you inquire of Mr. Lamont concerning the status of the company, its proposed work, its property and its ability to do anything? A. After he persisted for some time, I asked him if he had any objection to my looking into the affairs of the company, and he said no, and I asked him to bring me the papers and so on, maps, etc. He brought all the maps, engineer's reports, and papers of the company to my house, and I went through them all with care, for the purpose of informing myself about the company and its status and ability to furnish water.

Q. Did you find that the company had any property—any tangible property? A. No; they had not a thing in the world at that time except these maps.

Q. Were you informed that a certificate had been filed in Queens county showing that the stock of two millions and a half was all paid up? A. No, none of the stock was ever sold, as I understand it.

Q. Was that what Mr. Lamont said? A. No. It is a thing very well known that it has no market; never had any.

Q. You mean to say that there is no market for the stock? You do not mean to say there was no stock transferred? A. It was transferred; but I should be surprised to learn that anybody ever paid a dollar for it.

Q. That was your judgment, after the statement of the company's affairs made by Mr. Lamont, was it? A. From that, and I have had my eye on the company ever since. They have never made a move that I have not noticed it. I do not understand that they have anything. I do not know, but that is my understanding. They had not then, I know.

Q. But there is a statement, a sworn statement, to the effect that the stock of two millions and a half was paid in property; and in view of that statement I ask you again whether there was not any property revealed to you in these statements made by Mr. Lamont? A. Nothing.

Q. Does the company own any property now? A. I have had my eye on it ever since, and even before that, and I suppose it does not. I do not know. If it does own it I would like to know where it is. I do not know.

Q. You have had your eye on it because of your interest in the matter of water supply of Brooklyn and New York? Is not that so? A. Well, because it has been a subject of conversation between me and Mr. Grout as long as four years, because we knew, and we always said together, that it was sure to come up in the shape of a contract with Brooklyn or with New York, or with both. We had no doubt of it, so that we have always had our eyes on it. That is the only reason I can give.

Q. Did Mr. Lamont tell you what the company intended to do? What sort of work it would do or what sort of supply it would furnish? Or did he give you any idea of its prospects as to doing busi-

ness? A. He told me of the region of the country from which they expected to get water. I inquired something about it; whether the creeks had ever been wiered or measured; where they were to have their reservoirs. He said they had a static head that would do away with fire engines in the city of New York. I remember that. Such a static head or such a pressure that they could throw water over the highest buildings, without any fire engines. I asked him, how could the plumbing of New York city stand that? That it would be impossible, unless the whole city was replumbed and repiped. He also told me that they were going to establish an immense ice plant and supply the market with ice; that they could do it cheaper than anybody else. That is all I recollect.

Q. This was all on paper or all in words, so far as he was concerned? A. That is what he said they were going to do.

Q. The Herald quoted you to the effect that the proposed Ramapo contract grew out of official declaration that the city was bonded up to the debt limit, and that the city was on the eve of a water famine. Will you tell us what you referred to, if you said that? A. I presume I said something like it.

Mr. Moss—That is a quotation that we have taken.

The Witness—My meaning was this: That during the last two years, from the beginning, there were constant official statements that the city was bonded up to the debt limit; a thing that I believe was utterly without a leg to stand on; and there were more recently continued statements that the city was on the eve of a water famine; and my meaning was, I presume, that those two declarations, that the city had no money to expend on its plant, because it was bonded up to the limit, and that they had to have a plant to prevent a water famine—my meaning was that those two statements led right up to the making of a contract with private companies, and I suppose it would justify the making of a contract with private companies, too, if water had to be had, and we could not furnish it ourselves. We would have to buy it wherever we could get it. These two statements made the thing possible.

Q. You say you do not believe in the claim that the city is bonded up to its debt limit? A. I do not believe in that, no. You know as well as I know that it is not true.

Q. What do you think about the statement that there is prospect of a water famine—in some places there is a water famine? A. I think it is very ridiculous.

Q. That you say, not only as a citizen of Brooklyn and a judge, but as one who has made a study of water matters, do you not? A. I would not like to say that I know more about it than the average man; but some years ago, in 1893, and those years before, I was interested in municipal matters and looking into a great many things, and among others water. While I know that our plant has to be extended continually, that our outlying resources leave us on the eve of a water famine is a ridiculous statement. There is nothing in it. I suppose the time will come when probably the State will make it a great State work and bring water from some great inexhaustible source, put an aqueduct through the State, and supply all the cities, and then levy a tax for it upon the cities. It is a matter of economy, to prevent the waste in each city of the supply of water.

By the Chairman:

Q. Is that your idea of the proper way to handle this problem?

A. That is what I stated some years ago, before the Board of Transportation and Trade here in New York. It seems still to be the feasible way, for the State to go to some inexhaustible supply and aqueduct the water down through the State, and run out lateral mains and supply the whole State, and then levy the cost upon the cities. The cost would not be one-sixth of what the cities are now paying individually to supply themselves with water, the whole thing being concentrated and done by all the cities combined.

Q. How can the present needs of Brooklyn be relieved, without making a private contract? A. Brooklyn is no danger of lack of water. We have had now one of the driest summers that we have known in a long time. Our water has not run out. The newspapers give credence to these statements. First is the official state-

ments, and then the newspapers accepting them as though they were true, and then people get alarmed. The capacity of Long Island for water is something immense. There is a law now that we cannot go down to Suffolk county. By what influence that law was passed I do not know. It surely is very easy to repeal. It is as easy to repeal a law as it is to pass it. If the city needed water from Suffolk county I guess the Legislature would let it go there, sooner than to have them go without water. There is nothing to be feared on that head.

Q. Do you realize that the fear of a water famine, which is sometimes presented to the people upon the figures that are given by the engineers of the department, depend very largely, if not altogether, upon those figures which themselves come from the water supply department? Have you thought of that? A. They depend upon official statements made, but nobody who will take the report of Mr. Alfred White, when he was commissioner of the department of public works in the city of Brooklyn under Mr. Shieren's administration, and read that carefully (a classic on the subject) can have any doubt but that Brooklyn can easily be supplied with water, unless he is very obtuse.

Q. What I mean is, and what we want to call your attention to, and the attention of the committee to, is this: The department of water supply proposes that we shall make this contract. They propose it upon the statement of a need. That need is based upon figures which they make. Those figures consist largely of the measurement and the estimate of the number of gallons of water that run in various streams or are in various reservoirs. Is it not perfectly clear that the department that asked for the making of the contract is the department that makes up those figures, and that we have to take those figures from the department, because we ourselves cannot go up there and measure the water? A. Well, I suppose that is so; but there are a great many people in the community who stick a pin through all statements like that. They have opinions of their own. I do not think the officials of the city ever could make such a contract. I do not think the people would allow it.

Q. You granted an injunction against the water commissioners of the board of public improvements, when they proposed to make a contract with the Citizens' Water Company of Newtown? We would like to have you give your views on their power to make this contract. That is, the power of the commissioners and of the board of public improvements to make a contract without public letting and without sanction of any other body of the city government? A. That is the same as the Ramapo contract. They read word for word the same.

Q. That is, the old Citizens' contract over there at Long Island City is the same in substance, and in much of the language, as the Ramapo contract? A. Yes, sir.

The Chairman—Mr. Whalen testified that he had taken this verbiage from that, you remember?

Mr. Moss—Yes.

The Witness—I read it in the papers, and I could see that it was the same. That is a matter that came before me recently, and I was wrong about it. I was reversed on appeal. I would not like to adhere to my opinion, or say anything on the subject; but it is evident that I was wrong in granting that injunction.

Mr. Moss—I do not know about that. There was a dissenting opinion, and some very eminent lawyers and men whose eminence cannot be questioned have been before us and have discussed the opinion rendered by you, and have declared themselves, as I understood it, in line with you.

The Chairman—Mr. Moss, we appreciate Judge Gaynor's delicacy in making a comment on his own opinion.

Mr. Moss—It might be that when Judge Gaynor understands that this matter is still undecided and that very eminent opinions have been given in line with his views, it might be that there is something which was not fully elaborated in his opinion that we can get now. I do not want to press him, but I want to give

him ample opportunity to say anything that he wishes to say here. I do not know of any more important place or of any more important time to make such a statement than right here.

The Chairman—No. If Judge Gaynor feels at liberty to make any statement of that kind we shall of course be glad to have him do so. I presume he has a delicacy about making any reference to it, as he has already stated.

The Witness—I would not like to discuss the legal phase of it, because it was before me judicially. I decided the case wrong. That I know, because I was reversed. I saw Judge Dillon's statement, and if I were to express a private opinion, I should say that I think the same way as Judge Dillon does, but he must be wrong, too, because it has been decided the other way.

Q. Is there anything in connection with the facts in the case that you can state here, that will in any way illuminate the minds of the committee with reference either to the Long Island City contract or the Ramapo contract? Is there anything further that you can give us? A. I do not know of anything, except as a citizen. From ancient times down to to-day the policy of all great cities has been to own and control their water supplies. For this city to depart from that policy it seems to me would be the most extraordinarily foolish thing—I would not say criminal thing—that a man could imagine. But if it be true that our debt limit is in such a conditon that we cannot extend our water supply, that would be another thing. But I do not believe that at all. That is not so at all.

Mr. Moss—Judge, while you are here I think it proper to ask you upon the same subject we were discussing with Judge Barrett when you came in, as to judicial assessments. May I ask you, in the first instance, whether you made any contribution at the time of your election, or near to that time? A. I made none. I did not spend a dollar of my own money at my own election. I was assessed by one committee in the county of Kings, which I suppose I need not name, and I sent back an answer which——

Q. You declined to pay the assessment? A. Yes.

Q. What is your judgment upon the proposed legislation to prevent the making of assessments and the paying or receiving of contributions from judicial candidates? A. Well, I think it is a thing that ought to be reached in some way; I never thought exactly how to go about it. The great trouble is not in candidates for nomination paying a voluntary assessment, but it will be a great evil if they get the nomination on the understanding, expressed or tacit, that they would afterwards pay it. I suppose legislation would correct it.

Q. Is there not a tacit understanding that judicial candidates should pay contributions? A. Well, over here I know nothing about it except what I read; in my district no.

Q. There is no such understanding in Kings county? A. Not in my department.

Q. Then you don't know of any custom that has prevailed in Brooklyn, or in your department, by which candidates are expected to pay any contribution on running for judicial office? A. I should be surprised to learn that anything of that kind had occurred.

Q. You heard what Judge Barrett said, and heard my questions, I presume; have you any views upon this subject of referees? Do you think there is an evil there, and if so have you any plan for correcting it? A. Well, I can only say to that that I am opposed to all references, they ought to be abolished entirely. No cases ought to be referred; cases ought to be tried in court, and there should be a sufficient force to try them. You say, how may it be corrected? I can only say we have corrected it in my department in this way, we adopted and it went into effect years ago, say three years ago—the plan of sitting diligently day after day from ten o'clock in the morning until five in the afternoon, if not longer. We pursued that course for two or three years and we found that with a calendar between two and three years behind we closed our term this year with every case tried that was ready. Not a single case waiting. And I think in this department if those hours were adopted, and the courts were to sit that time, or

longer if necessary, that every case over here on the calendar would be cleared up within two years. That is my opinion about it.

The Chairman—The committee is obliged to you for your courtesy in coming here and expressing your views.

The Witness—Not at all.

FRANK T. FITZGERALD, called as a witness, examined by Mr. Moss, testified as follows:

A. I am one of the surrogates of this county, elected in the autumn of 1892.

Q. I read from Judge Fitzgerald's statement dated November 15, 1892: "Paid to finance committee, Democratic organization of Tammany Hall, city and county of New York, for printing and circulating hand bills, books and other papers, \$5,000; to M. B. Brown & Company for printing, \$65—\$5,065;" and I suppose, Mr. Surrogate, that represents all the expenses or assessments or whatever they may be called, in any shape, made by you or by your friends in any way? A. Yes, sir, that represents every penny that I paid.

Q. You were a candidate of the organization before you paid the \$5,000, were you? A. Yes, sir.

Q. Did you, as Judge Barrett did, communicate with any political leader with reference to this nomination; if so, who? A. No, I communicated with nobody with regard to the assessment.

Q. I mean the nomination? A. Well, I did with reference to the nomination, I talked with nearly every member of the executive committee. I was a member at that time myself of that body, representing the First Assembly District. I think there were twenty-three others besides myself, and I talked with all of them.

Q. By the executive committee, do you mean the district leaders gathered together? A. Well, popularly they are called the district leaders.

Q. That is the executive committee? A. Yes, sir.

Q. Do the executive committee determine the judicial candidates? A. Undoubtedly.

Q. That is the method of getting the judicial candidates before the convention, isn't it? A. Yes, sir, the candidates are presented in the usual way in the convention just as they are in any political assemblage.

Q. What I want to get at is that the nomination is first discussed in the executive committee? A. Yes, sir, I should say so.

Q. Does the majority vote of the executive committee carry the nomination? A. I don't think any vote is taken upon the subject; it is just a question of the names going before the general body, and the general body taking a vote on the nomination. Just as they do in a Republican convention.

Q. What is your opinion about the proposition to legislate against the making of assessments and the paying and receiving of contributions from judicial candidates? A. Well, frankly, I never heard of a judicial assessment. I have heard of judicial contributions, but I draw a distinction between an assessment and a contribution. One is an application and the other is discretionary.

Q. Let your answer relate to contributions? A. I think candidates for public office should be vested with a discretion to contribute for the proper and legitimate expenses of the campaign.

Q. What is the salary of your office? A. \$15,000 annually.

Q. \$2,500 less than the Supreme Court? A. Yes, sir.

Q. How was the \$5,000 arrived at in your case? A. Well, there was no discussion about it, in order to arrive at it, indeed I arrived at it myself. I think at that time there were something like 850 election districts in the city, and I thought that \$5 per district was quite meagre to defray the expenses of the circulation of sample ballots, and postage and such things as are necessary to be transmitted to the voter through the mails, and so forth. I arrived at that figure myself.

Q. It paid \$5 an election district? A. Substantially \$5 per election district.

Q. Judge Scott yesterday testified that he figured on about \$10 an election district.

By the Chairman:

Judge Pryor also said it was stated to him that he would be expected to contribute about \$10 per election district? A. No one stated to me what I should contribute, I fixed it myself.

By Mr. Moss:

Q. Did you understand that was the custom? A. No, I didn't understand it was the custom, it was a matter that was left to the pure discretion of myself.

Q. Can you account for the uniform rate that seems to have prevailed at that time, almost all of the judges have shown payments of about \$5,000? A. I cannot account for what others did, I can only answer for myself.

Q. You didn't know they were paying at that rate? A. No, and never had any consultation with them at all, or with anybody.

By the Chairman:

Q. Judge Fitzgerald, have you any views to express on the system of referees as they exist? A. I have no views to express, only I think they are necessary unless the force of judges is increased. In our court we have what is called an issue of fact calendar, and I think we try in a year maybe three hundred and twenty-five of those issues. I really don't see how the courts can stop in their other duties to take up long accounts, for example, I don't see how it can be done, it is utterly impracticable.

Q. So far as it applies to surrogates' courts you are speaking, or generally? A. Yes, or even to the other courts, I think there is a special provision of the Code that either obliges or gives a very wide discretion to a judge to refer in case of long accounts.

Q. The present system is in your judgment satisfactory? A. I think it is perfectly satisfactory, unless you increase the force of judges, otherwise you will have great delay in litigation. Any member of the bar, I think, will agree with that proposition.

The Chairman—I think there is nothing further, judge. The committee thanks you for the courtesy of coming here and giving us your views.

SAMUEL T. MADDIX, called as a witness, being duly sworn, examined by Mr. Moss, testified as follows:

A. I am one of the judges in the Supreme Court, Second Department. Elected fall of 1896.

Q. Did you make any contribution to either of the organizations at that time? A. The organization nominating me, yes.

Q. What was the contribution? A. My recollection is it was \$3,500.

Q. Was that requested of you? A. No, sir.

Q. It was offered by you? A. Yes, sir, the district then comprised nine counties, and I preferred that means of reaching all the counties than by making separate contributions to the counties.

Q. Was that in pursuance of any custom that existed in the Second Department? A. Not that I am aware of.

Q. You have not heard of other judicial candidates making similar contributions? A. I know nothing of my own knowledge, I assume they have, I don't know. You see, when it covers a large territory it is necessary to meet the legitimate expenses in some way.

Q. Did you hear the testimony of Judge Barrett this morning, in which he gave his opinion very strongly against the conditions of contributions by judicial candidates? A. I did not.

Q. You came in later? A. Yes, sir, I just came from court, I have been holding court this morning.

Q. May I ask you whether you would favor the passage of legislation prohibiting the making of assessments of judicial candidates, and prohibiting contributions being made or received from them? A. As to assessments, I would as to all candidates, not alone judicial candidates, but as a body. As to contributions, I do not think that because a man has been preferred for public

office that his individuality is gone, I think he should have the right to contribute within his means such sum as he may see fit, which I think is necessary.

Q. The salary of a Supreme Court justice in the Second Department is what? A. The State compensation \$7,200, which includes the sum in lieu of allowance, and then \$6,000 from the county for additional services, \$13,200.

Q. It is \$17,500 in this department? A. Yes, sir, and the same labor there there is here.

Q. I think we would like to have your opinion upon the subject of referees. Do you think the court should be relieved from the burden of appointing referees, and that some other system should be devised if referees are to be continued? A. Well, official referees might possibly be an experiment, still I think it would be well worth the while to try them. I think they should be under guarantee, giving a bond to the people for faithful performance of their duties, and I think appointees who handle moneys, having charge of assets or estates, should be provided by some enactment, and should give bonds.

Q. Do you include in that referees selling property on foreclosure and partition? A. I do. Of course in Kings county the sales are made by the sheriff, unless all of the parties consent to an appointment.

By Mr. Hoffman:

Q. Judge, upon what ticket did you run when you were elected? A. Republican ticket.

Q. With any other indorsement? A. No, sir.

Q. The contribution you gave was for the legitimate expenses of the campaign? A. Yes, sir, there were some other minor expenses, I think, amounting possibly to may be one hundred dollars.

Q. Who did you pay it to? A. Well, I paid some to the newspaper.

Q. No, I mean who did you pay the contribution to? A. It went to the State committee. The Republican State committee,

at the headquarters here at the Fifth Avenue Hotel, I think it was then, yes, Fifth Avenue Hotel.

By the Chairman:

There is nothing further, the committee thanks you for your courtesy in coming here.

FREDERICK SMYTH, called as a witness, being duly sworn, examined by Mr. Moss, testified as follows:

A. I am one of the justices of the Supreme Court and was elected in 1895.

Q. I read from your statement, dated November 11, 1895: "Amount contributed to the campaign fund of the regular Democratic organization of Tammany Hall, to John C. Sheehan, Esq., chairman of the finance committee, for proper and necessary expenses of the campaign, and for printing and distributing campaign literature the sum of \$5,000? A. It is signed by me, is it not?

Q. Yes. A. It is correct.

Q. And this represented, judge, the entire contribution in every shape? A. Yes, sir.

Q. We would like to have your opinion upon the proposition to pass legislation preventing the assessment of judicial candidates and preventing contributions being made by them or received from them at the time of their nomination, or in connection with their election. Will you give us your opinion upon that subject? A. I see no vital objection to the candidates for judicial position paying or contributing an amount to enable the party who nominates them to carry their election, none whatever.

Q. I would also like to ask your opinion upon the subject of referees. That has been discussed by the judges quite freely on the stand? A. I have not read the testimony of those gentlemen who testified.

Q. Some of them have thought that the present system in appointing referees should continue just as it is; others have ex-

pressed their opinion in favor of official referees, or masters in chancery, and, I think it was Judge Barrett, this morning, that said there should be a board of official stenographers if there was a board of official referees; now if you have any opinion upon that subject we will be very much obliged to have you express it? A. I have an opinion of course upon almost every subject.

Q. Then give us your opinion upon that subject if you please?

A. I can see no good reason to change the present system. I have never experienced, in a pretty long connection with the bar, and actual practice, as well as being a judge, I have never experienced any dishonesty; on the contrary, I have the greatest confidence in the bar, and I think the judges that sit at Special Term, where the referees are appointed, are much better able to determine who are the proper referees than any legislature.

Q. A proper referee for a particular case? A. Yes, sir.

Q. Considering the man and the case and having in mind a lawyer whose mind would be adapted to that particular inquiry? A. I always select lawyers whom I know personally to be men of integrity, and men of sufficient ability to determine the questions referred to them, and I do not think there can be any better system.

The Chairman—The committee thanks you for your courtesy in coming here.

The Witness—Thank you, sir.

JAMES M. FITZSIMMONS, called as a witness, being duly sworn, examined by Mr. Moss, testified as follows:

I am the chief justice of the City Court; was elected in 1893.

Q. I read from the filed statement: "To Richard Croker, as chairman of the finance committee of the Democratic general committee, for printing circulars, etc., \$2,000; to the "Daily American" newspaper, for advertising, \$60; total, \$2,060." Was this sum asked of you, Judge Fitzsimmons? A. No.

Q. I suppose this represents the entire expenditure in all ways, by your friends or otherwise? A. Yes.

Q. Was it made in pursuance of any custom you understood there was, by which you understood judicial candidates contributed? A. No, but I believed, as I was a candidate at that election, it was my duty to pay a portion of the expense.

Q. Would you favor legislation to relieve judicial nominees entirely, both from assessments and contributions? A. No.

Q. You think the present system should continue? A. I think so, for the reason that I see nothing unjust about it, and the amounts asked, or at least received, by the organization, to my knowledge, as contributions, are exceedingly reasonable, and by no means represent the total cost or amount paid by the organization. We all know campaigns cost money; we could not expect our Republican friends, of course, to contribute to a Democratic election, at least Democratic expenses, therefore Democrats must do so. Democrats consist of officeholders and non-officeholders, so I see no reason why officeholders should be exempted.

Q. But the gentleman who contributes as a judicial candidate is not an officeholder; he is simply a candidate, and he risks his two thousand dollars in some cases, or five or ten thousand dollars in other cases; he risks that upon the venture that he may win the election? A. The same thing may be said of the President of the United States or Governor of the State of New York, any candidate for office.

Q. You see no reason why the judicial candidates should be treated different? A. Not at all; they are able to pay their proportion of expenses far better than the majority of officeholders, and I see no reason why they should be exempt.

Q. How was the two thousand dollars arrived at? A. Mr. Croker and I talked it over, and he told me two thousand dollars would be about a reasonable contribution; he said that in view of the fact that I wanted to make the contribution larger; to be frank with you, I wanted to give Mr. Croker four thousand dollars, and he said two thousand dollars was reasonable.

Q. Did you see Mr. Croker before your nomination? A. I never spoke to him.

Q. With regard to it? A. No.

Q. How was the nomination brought about? Judge Barrett went into that quite fully this morning, describing the method by which he was nominated and how other nominations were secured; what was your experience? A. No experience at all, except my name was presented to a Democratic convention, met with their approval, and I became a candidate at the election.

Q. The first you knew was the presentation of your name? A. No.

Q. Who was the person with whom you communicated, or your friends communicated, in order to have your name appear before the convention in a proper way? A. I never communicated to anybody, and to my knowledge no friend of mine did. I thought probably I would be the candidate of that convention, or at least one of the candidates of the convention.

Q. It is not with any idea of inquiring into your personal affairs, but to get on record the method? A. I understand that.

The Chairman—The committee is obliged to you, judge, for your courtesy in coming here.

JOHN J. FREEDMAN, called as a witness, being duly sworn, examined by Mr. Moss, testified as follows:

I am one of the justices of the Supreme Court and was elected to my present term in 1890, in the Superior Court. I was elected previously to that.

Q. I read from Justice Freedman's statements, dated November 13, 1890: "On October 17, 1890, I paid to John McQuade, Esq., as treasurer of the Democratic general committee of Tammany Hall, the sum of twenty-five hundred dollars, as a contribution by me towards paying the expenses which that organization might incur for printing and the circulation previous to the election, of

handbills and other papers authorized by law." And that, Judge Freedman, represents the entire contribution in all shapes, did it not? A. It did.

Q. How was the sum of twenty-five hundred dollars arrived at? A. No one solicited it, no one requested it; I fixed it in my own mind as a voluntary contribution. I was renominated in that year, first by the Municipal League, which at that time represented many of the reform elements of the city of New York; I was renominated by the County Democracy; I was renominated by the Republican party, and renominated by Tammany Hall, and it required no effort on my part to get re-elected.

Q. Did you consider that twenty-five hundred dollars was a fair sum which a judicial candidate should have contributed? A. Which a judicial candidate?

Q. Yes. A. I did not consider anything of the kind; I thought it was a fair sum which I might contribute.

Q. Yes, I understand. I ask that in view of the other statements showing larger sums of money, and I think you have explained that? A. And you have here read from my statement the purposes for which that money was contributed, and those purposes were expressly stated in a letter in which my check was inclosed to Mr. McQuade, and these purposes were purposes for which the statute expressly provided, made and contributed as the statute then said.

Q. Now we wish to get your opinion upon proposed legislation to relieve judicial candidates in the future from contributions, and to prevent people from receiving them, election contributions? A. Well, I have not thought much upon the subject, I have been kept too busy in the discharge of my official duties, but I fail to see anything morally or intrinsically wrong in a candidate for a judicial office contributing a small and reasonable amount towards defraying the expenses of the organization that nominated him and for which the law expressly permits them to contribute, as long as the payment is voluntary and fairly made, and forms no part of an agreement which resulted in the nomination or election; there is no evil in it per se. The difficulty is that very large contributions do

not look well in our statements, and they give rise to representations which, though they may be false, impair the respect and confidence which the judiciary should universally enjoy. The most effective remedy, therefore, to stop these misrepresentations would be to prohibit candidates for a judicial office from contributing anything, but, of course, in all fairness to them all other candidates ought to be prohibited likewise.

Q. Don't you think there is a reason why judicial candidates, especially, should be relieved from that sort of misrepresentation which you have referred to? A. If the public sentiment is so strong as to call for legislation in that respect then such legislation would be eminently proper.

Q. Do you think it would tend to relieve the bench and to uphold it in its position in the community, to have all contributions prohibited? A. Well, I think it would stop these misrepresentations, and in that way enhance the usefulness of the judiciary. These talks about the judiciary undermine public confidence.

Q. And it is for the purpose of preventing that sort of undermining that organizations and gentlemen in the city have been proposing that sort of legislation, so they say, and so state in their resolutions. This inquiry is held very largely in consequence of the resolutions passed in the Chamber of Commerce, Bar Association, City Club and other organizations. They are proposing legislation of that kind, and we felt we ought to have the opinion of the judges upon the proposition before the committee should recommend anything one way or the other. In the testimony of one of the judges reference was made to the present system of referees. I think it was Judge McAdam, and he advocated some radical departure from it, first, to relieve the bench from the burden, and second, to prevent criticisms that are made upon the selection of various men who may or may not be prominent in the profession or prominent in political life. He suggested, and other justices that followed him suggested, that it would be an improvement to have a board of official referees, and I think Judge Barrett added this morning that it should be accompanied by official stenographers so litigants might be relieved of the large expense incident to refer-

ences as now conducted. Have you any opinion upon the subject of referees you would feel willing to express now, for the guidance of the committee? A. Well, this is a very complicated matter, and it is a matter which has been very much misunderstood. Referees are necessary evils just as much as judges, or lawyers, or sheriffs or jailers, and so forth. I do not see how we can get along without them, and it may be a grave question whether the present referee system can be essentially changed without a constitutional amendment, inasmuch as the power to appoint referees has been continued by the Constitution, as you are well aware. But, on the whole, my experience has been that it works reasonably well, and I have heard no complaints from competent sources. In many cases it is competent for the attorneys to agree and they do agree upon a referee, and in such a case the court has no choice but to confirm the selection. In any case, when the power of selection rests with the court, there are a great many considerations which influence a judge. There are a great many suggestions made; for instance, an attorney in a certain case suggests—though he has no power to control a judge—that a referee to be appointed should have his office in a particular vicinity, for instance, at a convenient distance from the attorneys' office, or within a convenient distance of the sales-room where a sale of real estate is to be made, so that in case of an adjournment very little time need be lost; or the suggestion is sometimes made that a referee should be appointed who has special qualifications; sometimes the suggestion is made that the party that has to bear the expense is so poor that a referee should be appointed who will consent to work practically for nothing, or for less than the legal fee; all these suggestions have always received due consideration at my hands, and the consequence has been, so far as I have been able to observe, that if the referee thus appointed has given full satisfaction to the attorneys in a particular case his name is agreed upon or suggested in subsequent litigation, and thus a competent referee is apt to build up quite a good business in that line. I have had no time for a serious reflection upon the subject since I received your request to appear hear. I can only repeat that upon the whole I think the system works reasonably well. I have heard

no complaints from competent sources; the complaints that I have incidentally heard have mostly come from a mass of young lawyers who are clamorous for references and who fail to get them because their names are either not agreed upon or who have not sufficient recognized ability to be favored by the court.

Q. There is great pressure upon the judges? A. No doubt. I would not say pressure, but we receive many letters and many requests.

By the Chairman:

Q. It was having that idea in view, whether it would not be more desirable, whether it would not be more agreeable to the judges to have some system by which they would be relieved of this so-called pressure, or personal solicitation, or whether in your judgment the present system of allowing the judge to exercise his personal judgment in the selection of a referee is better? A. If you can adopt a system that would relieve me from that pressure it would be very agreeable to me. I answer that way, as you put the question in that way, but I doubt whether a small board of referees would answer all the purposes for any great length of time, because it is difficult to foresee all the eventualities.

Q. You think the element of personal selection, personal fitness of a referee for any particular case, rather offsets the other? A. Yes, sir; the locality, for instance.

Q. Then, in your judgment, the present system, so far as you have been able to give the matter your thought, works fairly well? A. I think it does, but if you are able to discover abuses which call for a remedy you will always find me willing to join in the recommendation of remedial measures.

By Mr. Hoffman:

Q. Do you know whether the question of referees was considered by the last Constitutional convention? A. No, I do not.

Q. Wasn't there some provision in the Constitution in reference to the compensation of referees? A. I don't remember any; there may be.

Q. I think there is; I think it was considered.

By Mr. Moss:

Q. One of the justices suggested that if the bench was relieved from the duty of appointing referees it would relieve them from the embarrassment of criticisms that are made without a knowledge of the facts. He referred, for instance, to the number of references that go to Mr. Nealis, and other court officers, which in the main are small affairs; they count one each, though? A. Those are all references for which the referee really gets nothing—very frequently nothing.

Q. Dr. O'Sullivan gave to the press a list of referees that had been appointed within the period of about a year, and the gentleman who received the largest number of references in that period was August H. Vanderpoel, who received 85, I think, in the year 1898. Now, do you know of any particular reason why, in the case of Mr. Vanderpoel, that large number of references should have gone to him? Is there a similar reason as in the case of Mr. Nealis? A. No, not that I know of; not that he is required to work for nothing.

Q. What is the peculiar situation in regard to Mr. Vanderpoel which made him the recipient of about twice as many references as the next man in point of number—the next is Mr. John H. Ragan, who had 47? A. I cannot answer why other justices appointed Mr. Vanderpoel as referee, but I am perfectly willing to answer for myself.

Q. How many of these 85 did you appoint yourself, judge? A. I don't know; the record will show.

Q. I have had a little tabulation made, but it is not completed; it is reported to me you appointed him in 80 of the 85 cases during the year 1898? A. I cannot dispute it, I have no recollection, it may be so.

Q. May I ask what are the particular reasons, if there be any, why he received so much larger number than any one else? A. Well, I kept no account of how much any one else received, or how much he received; I can only tell you why I appointed him.

Q. That is the question, judge. A. In the first place I knew

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